

Terms and Conditions for the supply of Tado smart devices

When acquiring tado Smart Thermostat via shop.homeserve.com, you can (1) buy it outright for a one off fixed fee or (2) you can pay a monthly subscription for the smart functionality.

These Terms and Conditions relate to:

- One off purchase**
- Smart Plan (where you subscribe after 9th October, 2016)

By purchasing a smart device through Homeserve, you agree to the following terms and conditions. Please read them carefully - important terms are highlighted in bold.

This page (together with our [Privacy Policy](#) and [Cookie Policy](#)) provides you with you information about **us** (Homeserve Membership Limited, Cable Drive, Walsall WS2 7BN registered in England with number 2770612, VAT No: 559 669 669) and the legal terms and conditions (**Terms**) on which we sell any of the smart devices (**Products**) listed on our website www.shop.homeserve.com (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully as before placing an order you will be asked to agree to these Terms. If you do not accept these Terms, you will not be able to order any Products from our site. We suggest you print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time. Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

The Contract

1. Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.
2. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Acceptance will occur when you receive an e-mail message that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between you and us will only be formed when the Dispatch Confirmation is sent.
3. 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 or call 03454 04 05 06.

With regard to the Product, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

With regard to the applications to operate the Product, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care

and skill, you may be entitled to a repair or compensation.

The Products

4. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site, we will inform you of this and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.
5. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images. The packaging of the Products may vary from that shown on images on our site.
6. *Minor changes to the products.*
We may change the Product:
 - a) to reflect changes in relevant laws and regulatory requirements; and/or
 - b) to implement minor technical adjustments and improvements.
7. *Updates to digital content.*
We may update or require you to update digital content, provided that the digital content shall always match the description provided to you before you bought it.
8. We may have to suspend the supply of a product to:
 - a) deal with technical problems or make minor technical changes;
 - b) update the Product to reflect changes in relevant laws and regulatory requirements;
 - c) make changes to the Product as requested by you or notified by us to you (see Paragraph 6).

Your right to end the Contract and refunds

Cooling off rights

9. You have the right to cancel a Contract 14 days after the day on which you receive the Product (**Cancellation Period**). Your right to cancel a Contract starts from the date of the Dispatch Confirmation. For example, if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
10. This means that during the Cancellation Period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Please see more details about cancellation and refunds in Paragraph 15.
11. To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the [Cancellation Form](#) below on our website or contact our Customer Services team by telephone on 0800 694 6111 . We will confirm this in writing to you.
12. During the Cancellation Period, if a Product has been delivered to you before you decide to cancel your Contract then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. Please return the Product using the freepost address Freepost: RLYC-LXAL-GEEH, HomeServe, Cable Drive, Walsall, WS2 7BN. Please ask for a Certificate of Posting when returning the Product to us as proof of postage.

13. **By downloading any software relating to the Product during the Cancellation Period, you hereby expressly waive your right to cancel the Contract and you will not be able to request a refund.**

Your right to end the Contract

14. You can always end a Contract if:
- a) The Product is faulty or does not conform with its description.
 - b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
 - d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons.

You will have 30 days from the day of delivery to reject the faulty or non-conforming Products. During this 30 day period, you may choose to have the Product repaired or replaced. If the Product is still faulty or non-conforming after a repair or replacement or a repair or replacement is not possible or not carried out within a reasonable time and without significant inconvenience to you, you will be entitled to reject the Product or a price reduction.

Refunds

15. If you cancel your Contract we will:
- a) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - c) reimburse all payments received as follows:
 - i. No more than 14 days after the day on which we were informed about your decision to cancel the Contract; or
 - ii. If you had already received the Product, 14 days after the day we receive back the Product in a resalable condition (i.e. in original box and not tampered), andusing the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you used vouchers to pay for the Product we may refund you in vouchers. Please ask for a Certificate of Posting when returning the Product to us as proof of postage.
16. Where you exercise your cooling off right or your legal right to end the Contract, you must return the Product to us.

17. If you have returned the Products to us because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us. Unless the Product is faulty or not as described you will be responsible for the cost of returning the Products to us.
18. Where the downloading of the applications relating to the Product causes damages to a device or digital content belonging to you (for example, through a virus) and the damage is of a kind that would not have occurred if we had exercised reasonable skill and care, you may require us to repair the damage or to compensate you for the damage with an appropriate payment.

Delivery

19. During the online sales process, we will give you an estimated delivery date. We will deliver the Product as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. Delivery of an order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.
20. The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
21. You own the Products once we have received payment in full, including all applicable delivery charges. The Product will become your responsibility from the time we deliver it to the delivery address you gave us.
22. If we fail to deliver your Product 30 days after the date of Dispatch Confirmation, you may cancel your order straight away and we'll refund any sums you have paid to us for the cancelled Products and their delivery.

Installation

23. Where Products require installation you can complete or arrange the installation yourself; alternatively you can opt for professional installation for a fee. Please see [Installation Terms and Conditions](#). **If you request that an installation of your Product be carried out before the end of the Cancellation Period, you hereby expressly waive your right to cancel the Contract and you will not be able to request a refund.**
24. Where Installation of the Product is mandatory, the rules relating to non-conforming Products shall apply. If the installation is done incorrectly, you will have 30 days from the day of delivery to reject the faulty or non-conforming Products. During this 30 day period, you may choose to have the Product repaired or replaced. If the Product is still faulty or non-conforming after a repair or replacement or a repair or replacement is not possible or not carried out within a reasonable time and without significant inconvenience to you, you will be entitled to reject the Product or a price reduction.

Price of products and payment

25. The prices of the Products will be as quoted on our site at the time you submit your order. Our prices include VAT. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. If we discover an error in the price of Product(s) you ordered, the following shall apply:
 - a) where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
 - a) if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details

you provided during the order process, we will treat the order as cancelled and notify you in writing.

26. If the rate of VAT changes between your order date and the date we supply the Product, 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).
27. You can only pay for Products using a debit card or credit card. You must pay for the Products before we dispatch them. We will not charge your credit or debit card until we dispatch the Product to you.
28. Although we may allow you to pay for the Product(s) and all applicable delivery charges by instalments, payment for the Product(s) and all applicable delivery charges are due in advance and relate to the full price of the Product(s) ordered.
29. Where payments are made by instalments and you miss an instalment payment, your ability to pay by instalments shall cease and you shall be required to make immediate payment in full of any remaining Product(s) cost(s). We shall be entitled to take legal action to recover any amounts owed together with any interest and costs incurred in doing so.

Manufacturer guarantee

30. Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products. A manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described.
31. For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply to any defect in the Products arising from:
 - a) fair wear and tear;
 - b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - c) if you fail to operate or use the Products in accordance with the user instructions; or
 - d) any alteration or repair by you or by a third party who is not one of our authorised repairers.

General

32. We will not be liable or responsible for any failure to perform, or delay in performance (for example delivery) of our obligations under a Contract where this is caused by an Event Outside Our Control, meaning any act or event beyond our reasonable control (including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of public or private transport). 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 Products 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 Products.
33. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
34. In order to use the Product, 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.

35. We are not responsible for the following:
- a) any costs, loss or damage that you suffer as a result of not using the Product 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 Product;
 - 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 Product.
 - i) any matters relating to the broadband internet connection to your home.
36. You acknowledge that access to the software applications and terminal devices for the smart control of your heating may be interrupted to the extent this is necessary for compelling reasons, e.g. due to necessary or routine maintenance of servers, programs or the necessary infrastructure, unauthorised data or computer access, or in order to eliminate unforeseen vulnerabilities. Where possible, you will be informed in advance.
37. We will use the personal information you provide to us to supply you with the Product. By placing an order, you agree and understand that we may store, process and use data collected from your order of the Product, including software updates, delivery and 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 Product 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 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.
38. 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.
39. If you have any questions or if you have any complaints, please contact us at 0800 694 6111.
40. Our Privacy Policy explains what personal information we collect about you when you use Homeserve.com. You can view our Privacy Policy [here](#)
41. Our Cookie Policy explains how Homeserve.com uses cookies. You can view our Cookie Policy [here](#)
42. These Terms and Conditions, our [Privacy Policy](#) and our [Cookie Policy](#) set out the entire agreement between you and us.
- 43. Notwithstanding your acceptance of third party General Terms and Conditions (at the time of downloading any software or app relating to the Product), these Terms and Conditions (including the policies referred to herein) shall take precedence in case of conflict.**

44. 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.