

Terms and Conditions for Smart Plan

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:

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

By taking out the Smart Plan, you agree to the following terms and conditions. Please read them carefully - important terms are highlighted in bold.

In these terms and conditions:

“**Smart Plan**” means the plan making available to you software applications and terminal devices for the smart control of your heating. Applications include both web-based applications and mobile applications that allow you to control your heating remotely.

“**tado hardware**” means the smart-enabled thermostat (hardware) used as part of providing the Smart Plan, which is installed at your address. Please note that title in the tado hardware does not pass to you.

“**tado Smart Thermostat**” means the tado hardware benefiting from the smart functionality as provided by the Smart Plan.

“**You**” or “**Your**” means the person subscribing to Smart Plan under this agreement.

“**Homeserve**” or “**we**” or “**us**” means Homeserve Membership Limited, Cable Drive, Walsall WS2 7BN (registered in England with number 2770612, VAT No: 559 669 669).

1. The tado hardware and the Smart Plan constitute the tado Smart Thermostat.
 - (a) The tado hardware is loaned to you at no cost. The tado hardware provides you with limited functionality, and
 - (b) Smart Plan is a licence providing you with the use of a software application and terminal devices giving you smart functionality which allow you to control your heating remotely (the “**Licence**”). You have to pay an ongoing fee to benefit from such Licence.

tado hardware

2. When you take out the Smart Plan, you will receive the tado hardware. The tado hardware will remain the property of Homeserve and is loaned to you at no cost. As Homeserve remains the owner of the tado hardware, you agree:
 - (c) not to misuse, neglect, damage, tamper or disassemble the tado hardware;
 - (d) to follow the manufacturer’s instructions regarding installation and maintenance of the tado hardware;
 - (e) keep the tado hardware in good condition and only at the address at which it has been installed;
 - (f) not dispose of the tado hardware (unless we authorise you to);
 - (g) to return the tado hardware when requested to do so by Homeserve.
3. If the tado hardware becomes faulty, we will replace it at no cost, unless you are responsible for the fault.
4. You or Homeserve can give notice at any time requiring the tado hardware to be returned to Homeserve. We will only give you such notice where we are no longer able to offer you the

Smart Plan. We will provide you with information relating to the returns process at the time we send the notice to you.

5. If we have requested the return of the tado hardware and you fail to do so, we will disable the smart functionality. Please note that ownership of the tado hardware remains with Homeserve at all times, even where the smart functionality has been disabled.

Smart Plan

6. The fee relating to the Licence is due and payable monthly ("**Licence Fee**") and you agree to pay the Licence Fee by direct debit. The Licence Fee will be debited from your bank account on the date you agreed when you signed up to your Smart Plan and in accordance with your payment schedule. After you take out the Licence for the Smart Plan, we will send you an email confirming your subscription, your direct debit details and your payment schedule. Please check the details in this email and contact us on 0800 694 6111 if we've got anything wrong. If there are any changes to the Direct Debit arrangements we will let you know at least 10 working days in advance.
7. **You can cancel your Smart Plan at any time.** We will confirm receipt of such cancellation by contacting you in writing. You can use the [model cancellation plan](#) or you can call us on the customer service number 0800 694 6111. When you cancel, we also advise that you cancel your direct debit.
8. We may cancel this agreement at any time (with or without immediate effect) for any reason by giving you written notice. Where we cancel this agreement, we will give you a full refund of any Licence Fee already made (using the same means of payment as you used for the initial transaction) and for which you have not received the benefit of the Licence. We have the option to (a) request that you return the tado hardware to us or (b) turn off the smart functionality of the tado hardware.
9. Where you or we cancel the Smart Plan, you will lose the benefit of the Licence. In this case, we have the option to (a) request that you return the tado hardware to us or (b) turn off the smart functionality of the tado hardware.

Installation

10. In order to benefit from the tado Smart Thermostat, you need to install the tado hardware at your address. You can complete or arrange the installation yourself; alternatively you can opt for [professional installation](#) for a fee. If we install the tado hardware, the [Installation Terms and Conditions](#) shall apply.

General conditions

11. Where the downloading of the applications relating to the Smart Plan 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.
12. If you move house, you will need to cancel your Smart Plan.
13. tado hardware and Smart Plan are non transferable – the Smart Plan can only benefit the household living at the address used to take out the Smart Plan.
14. In order to use the Smart Plan, 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.

15. Before installation, we will complete a compatibility check with your existing heating system. Where such check highlights an incompatibility, we will inform you immediately. In this case, you will be required to cancel your Smart Plan immediately as well as your direct debit. If you have already received the tado hardware, please return the tado hardware using the freepost return labels. Please ask for a Certificate of Posting when returning the tado hardware to us as proof of postage.
16. We are not responsible for the following:
 - (h) any costs, loss or damage that you suffer as a result of not using the tado hardware in accordance with the manufacturer guidelines;
 - (i) any costs, loss or damage that you suffer as a result of a problem caused by your mobile phone, internet connection or heating system;
 - (j) any increase in your utility bills;
 - (k) any costs that you incur as a result of exceeding the permitted data limit on your broadband or mobile phone;
 - (l) any loss or damage caused as a result of downloading or upgrading the software connected to the tado hardware;
 - (m) 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).
 - (n) any loss or damage you suffer as a result of you or anyone else altering the radio frequency allocations of your system controls.
 - (o) replacing the batteries for the tado hardware.
 - (p) any matters relating to the broadband internet connection to your home.
17. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description that we provided to you before you bought it.
18. If the rate of VAT changes whilst you have a subscription to the Smart Plan, we will adjust the Licence Fee accordingly to reflect such change.
19. We reserve the right to interrupt access to the software applications and terminal devices for the smart control of your heating 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. In these instances, you will need to control your heating system manually via the tado hardware. We will try to inform you in advance where possible.
20. We will use the personal information you provide to us to provide you with the tado Smart Thermostat. By taking out the Smart Plan, you agree and understand that we may store, process and use data collected from your application for your Smart Plan, 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 tado 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 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.
21. For the purposes of the Consumer Protection Act 1987, the producer of the devices is tado GmbH, Lindwurmstrasse 76, D-80337 Munchen, with e-mail at support@tado.com <https://www.tado.com/gb/>

22. 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.
23. If you have any questions or if you have any complaints, please contact us at 0800 694 6111.
24. Our Privacy Policy explains what personal information we collect about you when you use Homeserve.com. You can view our Privacy Policy [here](#)
25. Our Cookie Policy explains how Homeserve.com uses cookies. You can view our Cookie Policy [here](#)
26. These Terms and Conditions, our Privacy Policy and our Cookie Policy set out the entire agreement between you and us.
27. We may amend these Terms and Conditions at any time and will notify you in writing where this is the case.
28. **Notwithstanding your acceptance of tado's General Terms and Conditions (at the time of downloading the app), these Terms and Conditions (including the policies referred to herein) shall take precedence in case of conflict.**
29. 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.
30. 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 tado hardware, 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 Smart Plan, 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.