

HOMESMART TERMS & CONDITIONS

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products and services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Homesmart Solutions Limited, a company registered in England and Wales. Our company registration number is 10663358 and our registered office is at 2-4 Packhorse Road, Gerrards Cross, Buckinghamshire, England, SL9 7QE. Our registered VAT number is 267808170

2.2 How to contact us. You can contact us by telephoning our customer service team at 0800 246 5461 or by writing to us by post at Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP or by email at support@homesm.art.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product or service. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or services or because we are unable to meet a delivery or installation deadline you have requested.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our website is solely for the promotion of our products and services in the UK. Unfortunately, we do not accept orders from addresses outside the

UK.

4. OUR PRODUCTS

4.1 Our products. We supply a range of thermostats, radiator valves and other products as listed from time to time on our website. We are not the manufacturer of the goods.

4.2 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

5. OUR SERVICES

5.1 Installation Service. You can order our installation service on our website. We can fully install the products we sell as long as your central heating system meets the product's minimum requirements which can be viewed on our website. The terms of the service are as follows:

- (a) Installation appointments will be scheduled to take place during normal working hours (9am to 5pm) on working days (Monday to Friday, excluding bank holidays), as agreed with between us.
- (b) As detailed on our website, you must ensure that you have all necessary consents before installation, including the permission of a landlord where necessary, or any permissions required where the property is part of a listed building. We are not responsible for checking that you have all the necessary permissions before carrying out any installation.
- (c) Before commencing installation, our installer will check that the product you have purchased is compatible in your home's heating system. If it is incompatible, then you are entitled to cancel the other services under clause 9.
- (d) Whilst every effort is taken to minimise damage to internal decorations around the area of installation, our installer may need to make some unavoidable modifications which will require redecoration by you after installation.

5.2 Annual Service Plan. You can order our annual service plan on our website. We provide you with some or all of the following elements depending on which level of service plan you have purchased:

- (a) **Annual Boiler Service.** An annual service of your boiler by a registered gas engineer to ensure that it is safe and working correctly, including a check that the products we installed are working correctly with it.

When we first install your products we will perform the first service on your central heating system. If you renew your service plan, we will contact you shortly after the renewal for the next service.

Certain things are and are not covered under the annual service. These are set out in the [coverage document](#).

- (b) **Annual Boiler & Heating Cover.** The provision of emergency call-out response

for repairs to your boiler, smart heating controls or radiators, covering parts and labour. Call out and repairs are included, however, we require a fee of £50 (including VAT) to be pre-authorised by you before each call-out (as detailed on our website). This fee is not charged if our engineer verifies that there is a fault covered by the plan.

We will provide you with a service contact phone number for calls during normal working hours (9am to 5pm) on working days (Monday to Friday, excluding bank holidays) in the event that your central heating system does not function correctly.

Certain things are and are not covered under the response service. These are also set out in the [coverage document](#).

- (c) **Support Helpline.** Access to a helpline during normal working hours (9am to 5pm) on working days (Monday to Friday, excluding bank holidays) for technical support associated with the products we installed for you.
- (d) **Extended Warranty.** As long as you maintain an interrupted service plan with us we will undertake to provide extended warranty on all products purchased from us. This covers repair or replacement of products which fail during your service plan. If a product requires replacement and we are no longer able to source the exact replacement we will replace with the nearest equivalent.

We won't cover:

- i. Accidental damage, for example if your item has been dropped. You may find that this type of damage is covered by your household contents insurance
 - ii. Cost of repairs caused by external factors such as faulty or malicious software, fire, theft and weather (including lightning strikes)
 - iii. Replacement of consumables such as batteries or fuses
 - iv. Commercial or business use of the product
 - v. Cosmetic damage such as scratches, dents or discolouration, where the function of the product is unaffected
 - vi. Any failure to carry out the manufacturer's instructions or Homesmart written instructions
 - vii. Deliberate damage or neglect of the products
- (e) **On-site Support.** If we unable to resolve technical issues relating to your products using our support helpline we will send a technician to your home to resolve them.

However, we will not provide onsite support for a problem that, using our expert judgement, we decide is caused by a product which is no longer covered by our extended warranty for one of the reasons listed in clause 5.2 (d).

- (f) **Energy Switching Service.** Access to a home energy provider switching service (operated on our behalf by Flipper™) which, if you register (at no extra cost), will regularly monitor alternative energy suppliers and automatically switch you to the best available energy supplier tariff/deal it has access to (although you will always be given the ability to change your mind about switching to a new supplier as a 14 day cooling off period applies).

Regular assessments of suppliers in the energy market will be carried out to

determine the products or services which are the most suitable for you in relation to the information you supply us about your needs and preferences.

When appropriate, from time to time, as approved by you, we will switch the product or service that you receive to one which is determined to be the most suitable for you as determined by the assessment described above.

Full details of the service are available [here](#).

5.3 Your obligations. We need you to comply with the following in order to carry out our services:

- (a) If you move to a new home, you need to tell us as soon as possible and in any event within 14 days of moving.
- (b) It is your responsibility to keep us informed of any changes to your contact details including telephone number and email.
- (c) If you change a boiler that is covered by the annual service plan, you need to tell us as soon as possible and in any event with 14 days of the change. We can accommodate a transfer of the services to your new boiler if it is compatible. New charges may apply
- (d) Our engineers will only work at your home if there is someone 18 years old or older there at all times during the visit. It is your responsibility to give us access to your property. If we cannot get access we will not be able to complete the work and it is then up to you to arrange another appointment. Further charges may apply.
- (e) We will not start or continue doing any work in your home if we believe that there is a health and safety risk, e.g. hazardous chemicals, pest infestations, verbal or physical abuse or harassment. Further charges may apply or we may end the contract.
- (f) If your boiler or central heating system is covered by a third-party warranty, it is your responsibility to make sure that any work we do does not affect that warranty.
- (g) It is your responsibility to follow the manufacturer's security instructions related to internet or mobile connected devices which are used to communicate your boilers or systems.

5.4 Renewal of the Annual Service Plan. We will contact you at least three weeks prior to the expiry of the current years' service reminding you that the service will automatically renew for another year. We will also advise you of any changes to the service at this time, including any changes to the pricing. You may cancel the automatic renewal by contacting us in accordance with clause 10.1. Unless we advise you of any changes, these terms and conditions shall continue to apply in respect of the contract, save that clause 9.3 (and therefore clause 9.5 too) will no longer apply.

6. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product or service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know

about any changes to the price, the timing of supply or installation or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9 - your rights to end the contract).

7. OUR RIGHTS TO MAKE CHANGES

Minor changes to the products and services. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements, particularly gas safety laws; and
- (b) to implement minor technical adjustments and improvements or change our own service providers, for example to address a gas safety threat or if we replace Flipper™ with another service provider that provides a substantially similar service. These changes will not affect your use of the product or receipt of the services in any material respect.

8. PROVIDING THE PRODUCT AND SERVICES

8.1 When we will provide the products and services. During the order process we will let you know when we will provide the products to you.

- (a) **Products.** We will deliver products (i.e. goods) to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order. We will contact you with an estimated delivery date.
- (b) **One-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.
- (c) **Ongoing services.** We will supply the services and any associated products to you until either the services are completed or, in respect of the annual service plan, when it expires or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.

8.2 We are not responsible for delays outside our control. If our supply of the products or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products or services you have paid for but not received.

8.3 If you are not at home for product delivery. If no one is available at your address to take delivery of products that cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

8.4 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage

costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.

8.5 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 11.2 will apply.

8.6 When you become responsible for the products. All products (which are goods) will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

8.7 When you own products. You own a product once we have received payment in full.

8.8 What will happen if you do not make certain things available to us. We may need certain information from you, or need you to do things including obtaining consents, so that we can supply the products and services to you, for example, if you change your boiler during your service plan, if an 18 year old is not present at installation or we cannot gain access to your property. This will have been stated in the description of the products or services on our website or will otherwise be obvious to the ordinary person on the street. We will contact you to ask for this information or that you do what is reasonably required. If you do not give us this information or do what is reasonably required within a reasonable time of us asking for it, or if you give us incomplete or incorrect information or do not do what is reasonably required, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products or services late or not supplying any part of them if this is caused by you not giving us the information or do what we reasonably need within a reasonable time of us asking for it.

8.9 Reasons we may suspend the supply of products or services to you. We may have to suspend the supply of a product or service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product or service 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 clause 7).

8.10 Your rights if we suspend the supply of a service. We will contact you in advance to tell you we will be suspending supply of a service, unless the problem is urgent or an emergency. If we have to suspend any service we will adjust the price so that you do not pay or services while they are suspended. You may contact us to end the contract if we suspend them, or tell you we are going to suspend them, in each case for a period of more than three days and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

- 8.11 We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 13.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid amount. We will not charge you for services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 13.5).

9. YOUR RIGHTS TO END THE CONTRACT

- 9.1 You can always end your contract with us.** Your rights when you end the contract will depend on what products and services you have purchased, whether there is anything wrong with them, how we are performing and when you decide to end the contract:

- (a) **If you have bought a product which is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 12.
- (b) **If you have purchased services which are not to the standard required by law you may have a legal right to end the contract** (or to the services re-performed or to get some or all of your money back), see clause 12.
- (c) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 9.2.
- (d) **If you have just changed your mind about the product or service**, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- (e) **If you want to cancel the automatic renewal** of the annual service plan, see clause 5.4.
- (f) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 9.6.

- 9.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products or services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or services, or these terms, which you do not agree to;
- (b) we have told you about an error in the price or description of the product or services you have ordered and you do not wish to proceed;
- (c) there is a risk that the supply of the products or services may be significantly delayed because of events outside our control;
- (d) we have suspended the supply of services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three days; or

- (e) you have a legal right to end the contract because of something we have done wrong.

9.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).**

For most products and services purchased online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running; and
- (b) any products which become mixed inseparably with other items after their delivery, and this includes thermostats and radiator valves that are installed in your home.

9.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought products (i.e. goods)?** If so, you have 14 days after the day you (or someone you nominate) receives the products.
- (b) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

9.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If we are not at fault and you do not have a right to change your mind (see clause 9.1), but you still end the contract before it is completed, you will have to pay us compensation for our services.

- (a) **Installation services.** A contract for installation services is completed when we have finished the installation and you have paid for it. If you want to end a contract for installation services before they are completed please contact us to let us know. The contract will end immediately and we will refund any sums paid by you for installation services and any associated products and services not provided (including for the annual service plan) but we will deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- (b) **Annual Service Plan.** If you have signed up for our annual service plan, but you want to end the contract before the end of the yearly period, just contact us to let us know. The contract will end immediately and we will cease to supply the services to you, however, you must pay us a fee of no more than each of the monthly charges due up to the end of the yearly period you signed up to.

10. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR**

MIND)

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0800 246 5461 or email us at support@homesm.art. Please provide your name, home address, details of the order or contract number and, where available, your phone number and email address.
- (b) **Online and then post or email.** Complete the [model cancellation form on our website](#) if you have changed your mind and then email the scanned or photographed document to us at support@homesm.art or post it to at Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP.
- (c) **By post.** Write to us at Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP with details of what you purchased, when you ordered or received it and your name and address.

10.2 Returning products after ending the contract. You cannot return products after installation (unless faulty or misdescribed). If you end the contract for any reason after products (i.e. goods) have been dispatched to you or you have received them, you must return them to us. You must post them back to us at Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

10.3 When we will pay the costs of return of goods. We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind), you must pay the costs of return.

10.4 How we will refund you. We will refund you the price you paid for the products or services (including any delivery costs), by the method you used for payment. However, we may make deductions from the price, as described below.

10.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) 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) The maximum refund for delivery costs 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) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If they are products (i.e. goods), your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause [9.2](#).
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

11.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time, provide us with information that is necessary for us to provide the product or the service, for example, a time for receipt of the installation services, or if you move home or change your boiler; or
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause [11.1](#) we will be entitled to reasonable compensation as a result of your breaking the contract:

- (a) **Installation services.** If we cannot complete the installation services, we will refund any sums paid by you for installation services and any associated products and services not provided (including for the annual service plan) but we will deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- (b) **Annual Service Plan.** You must pay us a fee equal to each of the monthly charges due from the date you break the contract up to the end of the yearly period you signed up to, plus any monthly charges you had not paid at the time we ended the contract.

11.3 We may withdraw any part of our services. We may write to you to let you know that

we are going to stop providing any part of our services. We will let you know at least one month in advance of our stopping the supply of the applicable service and will refund any sums you have paid in advance for that specific service which will no longer be provided.

12. IF THERE IS A PROBLEM WITH OUR PRODUCTS OR SERVICES

12.1 How to tell us about problems. If you have any questions or complaints about our products or services, please contact us. You can telephone our customer service team at 0800 246 5461 or write to us at Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP or by email at support@homesm.art.

12.2 Summary of your legal rights. We are under a legal duty to supply products and services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to our products and services. 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.

In respect of **goods**, for example thermostats and radiator valves, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods cannot be repaired or replaced, then you are entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause **9.3**.

In respect of **services**, for example our annual service plan, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or get some money back if we cannot fix it.
- b) If you have not agreed a price beforehand, what you are asked to pay must be reasonable.
- c) If you have not agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

12.3 Manufacturer warranties. The products we supply are expected to perform in accordance with the manufacturers' specifications. Most of the products we supply come with a manufacturer's warranty. If a product fails to conform to the manufacturer's warranty then, in the first instance at least, please telephone our customer service team at 0800 246 5461 or write to us at Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP or by email at support@homesm.art, where we can advise

whether you should deal with us or the manufacturer direct. Please note that the lifespan of a product, and a manufacturer's warranty, will be dependent on correct use and maintenance and things like incorrect handling, tampering or other inappropriate use may affect both your rights under the manufacturer's warranty and your legal rights under statute.

- 12.4 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must return them to Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP, or by post. We will pay the costs of postage. Please call customer services on 0800 246 5461 or email us at support@homesm.art for a return label.

13. PRICE AND PAYMENT

- 13.1 Where to find our prices.** The prices of our products and services (which include VAT) will be the prices indicated on the order pages when you placed your order. We take all reasonable care to ensure that the prices of our products and services advised to you are correct. However please see clause 13.3 for what happens if we discover an error in the price.

- 13.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the products or services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

- 13.3 What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products and services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 13.4 When you must pay and how you must pay.** You must pay on completion of the order process. In respect of ongoing services, we will bill your credit or debit card.

- 13.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a

foreseeable result of our breaking this contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to the order process. Please note though that in respect of services we are only responsible for loss or damage up to the cap referred to in clause 14.5.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.2; and for defective products under the Consumer Protection Act 1987.

14.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so (please note though clause 5.1(d), where there may be some cosmetic installation damage that is unavoidable which we will not be obliged to make good). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. Again, please note though that in respect of services we are only responsible for loss or damage up to the cap referred to in clause 14.5.

14.4 We are not liable for business losses. We only supply products and services for domestic and private use. If you use the products and services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.5 Liability cap. Our total liability to you for foreseeable loss or damage in the provision of services to you (but not goods where there is no limit) will in no circumstances exceed 200% of the price you have paid for the services.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our [privacy policy](#).

16. OTHER IMPORTANT TERMS

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract, other than Flipper. Except for Flipper

Limited in respect of the switching service referred to in clause 5.2(d) (where it can enforce your responsibilities as set out in the service document accessible [here](#)), this contract is between you and us and no other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms and the documents referred to in it operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

SCHEDULE A

ANNUAL SERVICE PLAN

ANNUAL BOILER & HEATING COVER & SERVICE

COVERAGE DOCUMENT

WHAT IS COVERED?

We provide Annual Boiler Service as part of Homesmart Service Plan Level 2 and Level 3. Annual Boiler & Heating Cover is part of Homesmart Service Plan Level 3 only.

ANNUAL BOILER & HEATING COVER

All repairs to:

- A single natural gas boiler on your property, that's designed for home use and has a heat output capacity of up to 70kW
- The flue including the flue terminal up to 1 metre in length
- The boiler controls, central heating pump and any smart thermostats and controls supplied by Homesmart
- The gas supply pipe
- Radiators and radiator valves which are part of heating circuits controlled using equipment installed by Homesmart

We will replace your boiler if we can't repair it and:

- It is less than seven years old
- Or, it caught fire or exploded, providing you gave us access to carry out your annual service within every period of agreement since we first covered you

WHAT IS NOT COVERED?

- Damage caused by limescale, sludge or other debris
- Fixing your showers, taps, their parts and shower pumps
- Any controls designed specifically for underfloor heating
- Repairing or replacing the flue including the flue terminal for any open flued appliances or if the flue is over one metre in length
- Repairing or replacing any network, Wi-Fi routers or hubs not supplied by Homesmart.
- Replacing or topping up your system inhibitor unless we've removed it
- Any part of your boiler and controls which directly supplies a swimming pool
- Resetting your controls or replacing the batteries
- Repairing or replacing central heating controls not installed by Homesmart
- Repairing or replacing pipes carrying water to and from radiators
- Repairing or replacing hot water tanks or immersion heaters
- Repairing or replacing air or ground source heat pumps

ANNUAL BOILER SERVICE

We will send you an email, letter, text message or call you to arrange your annual service. We will

try to contact you up to three times. If we do not hear back from you after the third time we will not try again and will wait for you to contact us. We will not refund the cost of the missed annual service. You can still contact us at any time to book it.

If renewed, your annual service may be a little more than 12 months after your last service visit depending on the date we agree between us.

We perform your first annual service as part of your initial installation.

One of our engineers will visit your home to complete your annual service. This will include testing the gases your appliance or boiler produces.

If the visit shows that it is necessary to take your appliance or boiler apart to adjust or clean it, we will do so.

During the visit, our engineer will fill in a checklist that shows you exactly what we have looked at. If we find a problem or fault that needs to be fixed, we will tell you about it.

REASONABLE TIMESCALES

We will carry out any repairs or visits you are entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we will let you know as soon as possible and give you another time when we can visit.

OUR ENGINEERS

We will always send a Gas Safe registered engineer to work on your boiler. These engineers are also trained on the smart heating controls that we supply.

MAKING REPAIRS

Additional fee

As noted in clause 5.2 (b), when we book your repair we will ask to pre-authorise your debit or credit card for £50 (including VAT)

When our engineers arrive on site they will use their expert judgement to decide whether there is a valid fault covered by our service plan, in which case you will not pay this fee.

We will only put the charges through if our engineers do not find a valid fault covered by our plan.

If we have reason to believe that the people living in your home are vulnerable or at risk, we will send an engineer out even if we have not been able to pre-authorise a debit or credit card.

Safety advice

From time to time, we may tell you that your boiler, appliance or system needs permanent repairs or improvements that are not covered by your agreement to keep working safely. For example, if your ventilation does not meet current gas safety regulations. If you do not follow this advice, it

may affect certain parts of your cover but your agreement will keep running until you or we change or cancel it.

Spare parts

We will provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting.

For example, we may replace a specific design of valve with a similar one from our range or replace electrical fittings with our nearest white, brass or chrome version. Or, you can give the engineer a replacement part that you have bought yourself that we approve.

We will try to get parts from the original manufacturer or our approved suppliers. If we have agreed to cover a boiler or appliance but warned you that it might be difficult to find spare parts, we will do what we can, within reason, to repair it.

12 month guarantee

We guarantee to repair or replace any faulty parts we have supplied, or fix any faulty work that we have done for 12 months from the date that we did the work.

This does not affect your statutory rights.

Confirming the age of your boiler

Our engineer will estimate how old your boiler is. If you disagree you will need to show us either the original from new receipt, a dated guarantee or proof of when it was first installed.

GENERAL EXCLUSIONS

Who can benefit from this agreement?

Nobody other than you can benefit from your agreement.

Cash in lieu

We will not offer you cash instead of carrying out an annual service, repairs or replacements.

Pre-existing faults

The annual service does not include cover for any faults or design faults that:

- Were already there when your boiler, appliance or system was installed
- Existed when you first took out the annual service
- We've told you about before and you haven't fixed
- We couldn't reasonably have been expected to know about before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors
- Or, prevent access because a part of your system has been permanently built over

Damage caused by anyone but us

Unless your product includes accidental damage we will not cover any damage you have caused.

If anyone other than us carries out any work on your boiler, appliance or system and damages it, your cover does not include us putting that right.

Deliberate damage or misuse

We will not repair or replace any parts that have been deliberately damaged or misused. Our engineers will use their expert judgement to determine how the damage was done.

Damage linked to the supply of your gas, water or electricity

We will not repair any damage that is caused by changes in, or problems with, the supply of your gas, water or electricity.

External water supply stopcock

If we cannot turn off the external water supply stopcock to your home to complete your repair it's up to you to get your water supplier to turn it off.

Any damage that's covered by other kinds of insurance

The annual service does not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that is normally covered by household insurance.

Software, internet communications or radio signals

We are not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any boiler and controls, appliance, device or system covered under this agreement.

Communication connections

We are not responsible for your internet connection nor the data transmission to, or from any boiler, appliance, device or control system. We will conduct a check of your Wi-Fi or network and ensure that the products that we install are able to receive that signal.

Any other loss or damage

We are not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example, damage caused by water leaks.

Making any improvements

Your product only includes repairing or replacing your boiler when it stops working properly – it

does not include any improvements or upgrades, for example: replacing working radiators, swapping standard radiator valves for thermostatic ones and replacing electrical cables and fuse boards that still work.

Where we have told you that an improvement is necessary, we may not continue to make repairs on that part of your boiler unless the work has been carried out.

Steel or iron pipes

We will not repair or replace steel or iron pipes.

Energy/central heating management systems.

We will not repair or replace energy or central heating management systems except smart thermostat & heating controls sold and installed by Homesmart

Complaints

To make a complaint:

- Call us on 0800 246 5461
- Email us at homesmart@homesm.art
- Write to us at: Homesmart Solutions Limited, Putney Business Centre, 70 Upper Richmond Road, Putney, London SW15 2RP

We take any complaint seriously and we will do our best to resolve the issue right away. If we need more time to investigate, we will let you know and keep you updated.

SCHEDULE B

ANNUAL SERVICE PLAN

ENERGY SWITCHING SERVICE

FULL DETAILS

ABOUT OUR SWITCHING SERVICE

- Our switching service is provided to you by Flipper Limited, a private limited company incorporated in England and Wales with company number 10826922 and with its registered office being at Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath, BA2 7WW. Flipper is our outsourced service provider and we are fully responsible to you for its acts and omissions in connection with this service, save for Flipper's responsibilities to you in respect of the protection of your personal data which they are responsible for in accordance with their privacy notice (and please note clause 14 of our terms and conditions on the extent of our responsibilities for any loss and damage).
- You will not have to pay Flipper anything for this service. Once you have signed up to our annual service plan we will send you an email link to Flipper which will allow you to use its service.
- The service has been designed to save you time and money. Not only does it try to find you the most competitive tariff for your energy supply, it also manages the switching process for you and will continue to perform ongoing market checks on a monthly basis to ensure you remain on the tariff which offers you the best deal.
- The service compares domestic energy tariffs from a range of suppliers and you can ask Flipper directly for a list of these suppliers by contacting support@flippercommunity.com. Please note that whilst it works with the majority of the energy market, there are some suppliers that the service is unable to support for various reasons and, accordingly, we must emphasise that the service is a "reasonable efforts" service, where we try to get you the most competitive tariff.
- This service is only available in relation to premises with an electricity and/or gas supply in mainland Great Britain (England, Scotland (excluding the Isles) and Wales).
- Flipper will ask you some questions directly to calculate which available tariff offers you the lowest price but you make your own choice about whether or not you proceed with the switch.
- Even once you have decided to switch you are given a 14 day cooling-off period during which you can change your mind and cancel.

- While all reasonable efforts are made to include all available offers to find the best deal for you, we cannot guarantee that no other offers exist that may better suit your needs.
- We may have to suspend the service from time to time to:
 - Deal with technical issues or make technical changes
 - Update the service to reflect changes in laws and regulations

THE SERVICE DOES NOT INCLUDE:

- Any payments you must make to a new energy provider.
- Sending any messages on your behalf to a new energy provider, except as may be required to apply for products and services, or the receipt and notification to you of any messages received from a new energy provider.
- Acting as your new energy provider.

Your appointment of Homesmart to provide the service and to act on your behalf to arrange the best deal will continue until the annual service plan ends.

USE OF FLIPPER'S WEBSITE

- The Flipper website allows you to access its online service which compares energy tariffs from a wide range of suppliers.
- You are only permitted to use this website if you are a UK resident and you are using it for personal use.
- Commercial use of this website is strictly prohibited and Flipper reserve the right to take steps - including legal action - against any person or company who uses its website or services for commercial use or in any other unauthorised manner. Unauthorised use includes (but is not limited to) breach of copyright and processing multiple quotes for other customers or companies.
- You are not permitted to do anything that may affect the security of the website or any information or material stored within it.
- You may not operate any link to the website without first obtaining Flipper's written permission. Any such permission may be revoked without notice and Flipper reserves the right to require you to remove any link immediately and at any time.

WHAT ARE YOUR RESPONSIBILITIES?

Obligations related to switching of energy suppliers

- Flipper will provide you with an estimated saving based on the information you have provided. Where it asks questions to help generate a quotation, you are responsible for

answering all questions honestly, completely and to the best of your knowledge, and for ensuring that any assumptions made are correct. Failure to do so may lead to your estimated pricing being incorrect.

- Where you provide information about any other individual you are confirming that you have their authority to do so.
- Before proceeding with switching suppliers it is extremely important that you ensure that all information you have provided to Flipper is complete and accurate. Failure to do this may lead to your switch being delayed or rejected.
- To ensure that the deal Flipper finds you is suitable for your needs it is important that you read the energy company's terms and conditions to check that you understand and agree with them. The energy company's terms and conditions are not the same as ours and they will be the terms you agree to when you accept to switch.
- You agree that if you decide to cancel any deal following a switch, you are responsible for contacting the supplier to request the cancellation and will also inform Flipper of the cancellation.
- You agree to give Flipper the following powers to deal with your energy supplier(s):
 - to use the information provided to create an online account with a new supplier on your behalf. Flipper will provide you with these account details so you can connect directly with your new supplier(s);
 - to access, request and receive current and historical information about your electricity billing, consumption, meter details, contract end dates and termination fees, tariff and debt information held by your current or previous suppliers or third-party agent;
 - to request and receive quotes from suppliers selected by Flipper in your name (including telephoning them on your behalf);
 - to select a new supplier for you based on the information that you have supplied to Flipper, and to agree and enter into new energy supply arrangements with them on your behalf;
 - to issue contract termination notice(s) in relation to your existing energy supply arrangements;
 - to act as an authorised contact on your behalf with your new supplier following a switch.

Other obligations

- You must keep your password confidential and it must not be disclosed to or shared with anyone.
- You must not misuse our or Flipper's website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- You must not attempt to gain unauthorised access to our or Flipper's website, the server on which they are stored, or any server, computer or database connected to them.

WHAT ARE OUR RESPONSIBILITIES?

What are we responsible to you for:

- Searching the publicly available tariffs in the market to find you the best available deal
- Contacting the new supplier and requesting they take over your supply, in your name
- Accessing account information held by your supplier
- Creating a proxy email address and password to set up your new account
- Creating an online account with your new supplier
- Downloading your latest bills and uploading this to your Flipper account
- Providing you information from your supplier
- Any statements made by our employees to you which are not true statements of fact.

What we are not responsible to you for:

- Supplying you with electricity and/or gas.
 - Any payments that you need to make directly to your supplier, for example payments for your electricity and/or gas.
 - Regaining monies from your supplier, on your behalf.
 - Contacting your supplier to provide or obtain information on your behalf
 - Your supplier's performance and customer service, including their contact response times.
 - An unsuccessful switch, if this is due to reasons beyond their control. In this instance Flipper will look to switch you to the next best available product.
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SCHEDULE C

HOMESTART SOLUTIONS LIMITED

PRIVACY NOTICE

INTRODUCTION

Welcome to Homestart's privacy policy.

Homestart Solutions Limited respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

This privacy policy is provided in a layered format so you can click through to the specific areas set out below. Please also use the [Glossary](#) to understand the meaning of some of the terms used in this privacy policy.

[1. IMPORTANT INFORMATION AND WHO WE ARE](#)

[2. THE DATA WE COLLECT ABOUT YOU](#)

[3. HOW IS YOUR PERSONAL DATA COLLECTED?](#)

[4. HOW WE USE YOUR PERSONAL DATA](#)

[5. DISCLOSURES OF YOUR PERSONAL DATA](#)

[6. INTERNATIONAL TRANSFERS](#)

[7. DATA SECURITY](#)

[8. DATA RETENTION](#)

[9. YOUR LEGAL RIGHTS](#)

[10. GLOSSARY](#)

1. IMPORTANT INFORMATION AND WHO WE ARE

PURPOSE OF THIS PRIVACY POLICY

This privacy policy aims to give you information on how Homestart Solutions Limited collects and processes your personal data through your use of this website, including any data you may provide through this website when you purchase a product or service.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy policy together with any other privacy policy or fair

processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data.

When you subscribe for our switching service, you should read Flipper Limited's privacy policy as they operate that service on our behalf and control your data for that purpose.

This privacy policy supplements other notices and privacy policy and is not intended to override them.

CONTROLLER

Homesmart Solutions Limited is the controller and responsible for your personal data (collectively referred to as "Homesmart", "we", "us" or "our" in this privacy policy).

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise [your legal rights](#), please contact our data privacy manager using the details set out below.

CONTACT DETAILS

If you have any questions about this privacy policy or our privacy practices, please contact our data privacy manager in the following ways:

Email address: data.protection@homesm.art

Postal address: Putney Business Centre, 70 Upper Richmond Road, Putney, London, SW15 2RP

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

We keep our privacy policy under regular review.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

THIRD-PARTY LINKS

This website may include links to third-party website, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union service, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - apply for our products or services;
 - create an account on our website;
 - subscribe to our service or publications;
 - request marketing to be sent to you;
 - enter a competition, promotion or survey; or
 - give us feedback or contact us.
- **Automated technologies or interactions.** As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our [cookie policy](#) for further details.
- **Third parties or publicly available sources.** We will receive personal data about you from various third parties and public sources as set out below
 - Technical Data from analytics providers such as Google based outside the EU;
 - Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Stripe based outside the EU.
 - Identity and Contact Data from data brokers or aggregators such as Experian based outside the EU.
 - Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

[Click here](#) to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our

	(c) Profile (d) Usage (e) Marketing and Communications	products/services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)

	(f) Marketing and Communications	
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MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

PROMOTIONAL OFFERS FROM US

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and you have not opted out of receiving that marketing.

THIRD-PARTY MARKETING

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

OPTING OUT

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, product/service experience or other transactions.

COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will

explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. DISCLOSURES OF YOUR PERSONAL DATA

We may share your personal data with the parties set out below for the purposes set out in the table [Purposes for which we will use your personal data](#) above.

- External Third Parties as set out in the [Glossary](#).
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS

We share your personal data with External Third Parties as set out in the [Glossary](#). This may involve transferring your data outside the European Economic Area (EEA).

Whenever they transfer your personal data out of the EEA, we or they ensure that at least one of the following safeguards is implemented:

- Your personal data is transferred to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see [European Commission: Adequacy of the protection of personal data in non-EU countries](#).
- Where they use certain service providers, they may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see [European Commission: Model contracts for the transfer of personal data to third countries](#).
- Where they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. For further details, see [European Commission: EU-US Privacy Shield](#).

Please contact us if you want further information on the specific mechanism used when transferring your personal data out of the EEA.

7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we

limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. DATA RETENTION

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see [\[your legal rights\]](#) below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

9. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- [Request access to your personal data](#)
- [Request correction of your personal data](#)
- [Request erasure of your personal data](#)
- [Object to processing of your personal data](#)
- [Request restriction of processing your personal data](#)
- [Request transfer of your personal data](#)
- [Right to withdraw consent](#)

If you wish to exercise any of the rights set out above, please contact us.

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. GLOSSARY

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

EXTERNAL THIRD PARTIES

- Service providers such as Google, Stripe and Flipper, acting as processors or joint controllers, based in or outside the EU who provide IT and system administration services, switching services and payment processing services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the EU who provide consultancy, banking, legal, insurance

and accounting services.

- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- If you want us to establish the data’s accuracy.
- Where our use of the data is unlawful but you do not want us to erase it.
- Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data.

However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.