



24|7 HOME RESCUE

DOMESTIC APPLIANCES SERVICE AGREEMENT TERMS AND CONDITIONS Version 2.0

1. INTRODUCTION

This service agreement is arranged by 24|7Home Rescue (a trading style of 24|7 Home Assist Limited), a company registered in England and Wales, Company No. 09438900. Registered Address: 2nd Floor, Portland St. Manchester M1 3BE (the “Providers”).

24|7 Home Rescue is a specialist provider of boiler breakdown, appliance, home emergency, and boiler servicing membership service plans. It has access to over 3,000 Gas-Safe registered engineers and thousands of other qualified contractors and operates throughout the UK.

24|7 Home Rescue is not authorised by either the Prudential Regulation Authority nor the Financial Conduct Authority. The Service Agreement comprises a service plan, and not a contract of insurance. It is at Our absolute sole discretion as to whether any repairs detailed in this agreement are provided. This agreement forms a service and repair agreement between Us and You the customer.

Our Plans are not categorised as insurance products and therefore insurance regulation does not apply. This Agreement will not be in force unless you have paid all the amounts due under the Agreement (either monthly or in advance annually). The Service Agreement contains details of the plan purchased and the terms and conditions applicable.

Please read these Terms & Conditions carefully. This document forms the basis of your agreement with 24|7 Home Rescue. It is important you understand exactly the extent of the service provided in the service agreement purchased. If you are unsure about anything or have a query, please contact us immediately.

If we accept your Service Request, 24|7 Home Rescue will source a suitable engineer to attend your Property and endeavour to resolve the matter.

24|7 Home Rescue and the engineer will use their discretion as to when and how the repairs are undertaken.

In the event that you engage the services of an engineer prior to making contact with 24|7 Home Rescue any costs incurred by you will not be within the scope of this Service Agreement.

2. DEFINITIONS

The following words (in bold) shall have the meanings given whenever they appear in documentation between the Service Provider and the customer.

Administrator - refers to 24|7 Home Rescue, who will handle any queries relating to the issue of your service agreement / service agreement amendments and are whom you should report details of any Service Request to.

Appliance means the electric, electrical and gas appliances approved to be used in domestic locations or approved commercial locations that are fully identified in the Service Agreement.

Approved Engineer / Engineer- means a qualified person approved and instructed by the helpline to undertake emergency work.

Assistance - means the reasonable efforts made by the approved engineer during a visit to the home to complete a temporary repair to limit or prevent damage, or if at similar expense, the cost of completing a permanent repair in respect of the service provided.

Authorised Representative- means a person appointed by you to deal with your service agreement on your behalf. If you wish to appoint a person to do this, you must notify 24|7 Home Rescue by writing to their correspondence address.

Betterment -means the provision for the depreciation of the appliance over time. At the absolute sole discretion of the Providers, betterment may be applied at 10% per annum. No betterment payments will be made until you have made at least 6 payments on the plan

Beyond Economical Repair—means in the opinion of our technical team based on all the circumstances presented the cost of repair is 60% or more than the manufacturers current recommended retail price. Please note the cost of repair includes all parts inclusive of any VAT payable and labour costs. In the event that your appliance is declared beyond economical repair and you have made at least 6 monthly payments, we may make a maximum contribution of up to £200. We will not offer a contribution for appliances over 5 years old.

Breakdown- means a sudden and unforeseen mechanical or electrical malfunction which results in the particular unit not working. For a valid Service Request, there must be a complete breakdown of the appliance.

Call Out- means a request for emergency assistance from you, even if the request is then cancelled.

Call Out Fee - means the first amount of each Service Request, payable by you (if applicable) to the helpline before the approved engineer will attend. This payment will be taken by the helpline before assistance is provided. This can be done by way of credit or debit card. Please note any appliance over the age of 5 years will be subject to a £75 contribution.

Commencement Date - means the start of the service agreement as shown in your service schedule.

Cosmetic Repair – repair that effects the appearance but not the function of the appliance, including but not limited to; marks, dents and scratches.

Emergency - means a sudden and unexpected event which, if not dealt with quickly, would in the reasonable opinion of the helpline:

- a) render the home unsafe.
- b) cause excessive damage to the home.

- c) cause significant personal risk to you.
- d) cause a significant health and safety risk.

Fee Payment means the sum you pay either monthly or in full annually, as preferred by you, to the Providers for the provision of this Service Agreement.

Helpline - means the telephone number for you to contact us for support; advice; and/ or report an emergency under this service agreement. The number is 0345 0774 177.

Inception date- means the date on which your service Agreement began.

Intermittent fault– means a problem that has been pre-existing and therefore recurring for a period of time and that cannot be diagnosed that results in a breakdown.

Manufacturer Repairs–This is a service provided outside of the service agreement between the Service provider and customer. This service is without obligation. All costs (both labour and parts) are the responsibility of the customer who authorises a manufacturer’s repair.

Mechanical Electrical Breakdown-means an actual and sudden mechanical failure, electrical failure or breakdown that results in the sudden stoppage of the appliance’s function and that necessitates repair to resume those functions.

Pay on Use Service – Should an incident arise that is not included under your plan, we can arrange for an Approved Engineer to attend your Property, but you will be responsible for all costs involved. The use of this service does not constitute a Service Request under your plan. We charge a £95 call out charge (in addition to parts and labour) for call outs arranged in the first 30 days of your plan being purchased.

Period of Plan- The duration period noted on your service agreement, either monthly or annual as determined by you depending on your preference for payment.

Reference number – used to locate your details for your membership. This is located on your service agreement.

Rolling Agreement– Your service agreement will automatically renew following receipt of your payment for the Period of Plan as defined in your service plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.

Schedule- means the document sent to you confirming the commencement date, your details, and the home subject to the service set out in the Service Agreement.

Service Request - means any request for assistance, service or a benefit under any section of this Service Agreement.

Service Request Limit–There is a limit of £1000 in a 12- month period on Service Requests that may be made. You can submit a Service Request as many times as you like as long as your Service Requests do not exceed the above limitation and your Service Request is not assessed as being Beyond Economic Repair.

Territorial Limits shall mean Great Britain, (excluding Northern Ireland and Isles), subject to any repairs being carried out in the UK by repairers approved by us

Third party - means any party other than contractors working on behalf of the Providers.

Unoccupied- means where no one has resided in the home for a period exceeding 30 consecutive days.

We, Us, Our– means the Providers.

You, Your- means the person who applied for this service agreement and is named on the schedule as the service agreement holder.

The following are generic terms describing the terms and conditions for all parts of the 24|7 Home Rescue proposition. However, as you have the option to only purchase specific elements of the scheme, your service is only as described in your schedule.

3. WHAT IS IN SCOPE OF THE SERVICES

For the avoidance of doubt, this is a service agreement for the provision of specific services supplied at our absolute sole discretion. This is not a contract of insurance, a guarantee or an insurance policy.

Any benefit provided by the Providers under this service agreement shall be granted solely by the Providers and in every case shall be made only upon such terms and conditions as the Providers determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made on the absolute sole discretion of the Providers. As such, the Provider may reject any Request For Service even if such service falls in scope of the below.

In the event of a Service Request, at our absolute sole discretion, we may:

- a) Approve the repair of any domestic appliance you chose to include in your membership. The Providers or their representatives, at the Providers' absolute sole discretion, may contribute to the repair of domestic appliances in the event of a mechanical or electrical breakdown. Domestic appliances include, but are not limited to, washing machines, tumble dryers, condenser dryers, dishwashers, refrigerators, television sets, fridge freezers.
- b) Provide help and assistance if a domestic appliance stops working.
- c) Approve a repair or pay part of the cost of replacing your equipment, subject to our terms and conditions.
- d) Advise you on what action to take to protect yourself and your property.
- e) Send, or arrange an appointment for, an approved engineer to visit your property.

f) Agree to obtain spare parts as quickly and as reasonably possible.

h) Ask for a £75 Call Out Fee if we deem that there may be a pre-existing fault to the appliance. If on inspection the fault is not deemed pre-existing the Call Out Fee will be reimbursed to you.

i) We will guarantee the repairs to Your Appliance for 30 days from the engineers visit. Following this you will be required to pay an additional Call Out Fee.

4. WHAT IS NOT INCLUDED IN THE SERVICE

This agreement is a service plan and not a contract of insurance. We shall be exercising our absolute sole discretion on whether we shall satisfy any Service Requests, regardless of whether these fall within scope of the services described in this service agreement.

Please also note that any incident that occurs in the first 30 days after the service agreement commencement date will not be within scope of the service agreement. However, should you require emergency assistance during this period, please contact 24/7 Home Rescue, as we may be able to provide services on a Pay On Use Service basis. If you choose this service, We charge a £95 call out charge (in addition to parts and labour) for call outs arranged in the first 30 days of your plan being purchased.

We shall not be liable for costs arising from or in connection with damage to, or destruction of, the appliance caused by inherent defects, and if any of the exclusions below are applicable to your Service Request:

- a. its own defective design materials or workmanship, a latent defect or defects, gradual deterioration, wear and tear, corrosion, rust, condensation or evaporation, dampness, dryness, dust, change in temperature and foreign objects;
- b. faulty or defective workmanship, operational error or omission on your part or the part of any person using the appliance with your express or implied consent;

- c. handling and/or use of the appliance that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the appliance.
- d. Existing circumstances known to you prior to the commencement date of your service agreement or incidents which occur within the waiting period.
- e. Service Requests arising after the home has been left unoccupied for a specified period in excess of 30 days.
- f. Any wilful or negligent act or omission by you or your authorised representative(s)
- g. General maintenance work or any system that has not been regularly maintained.
- h. Loss of or damage arising out of disconnection from or interruption to the public supply of water or electricity to your home
- i. Any parts or item that may need to be replaced as a result of natural wear and tear
- j. Any design defect or any repair that is rendered, in our opinion, either difficult or impossible due to problems with the access needed to facilitate the repair
- k. Any loss howsoever arising unless it is specifically stated as being within the scope of the service agreement, including but is not limited to, delays in sourcing spare parts by us.
- l. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration.
- m. Replacement of bespoke or designer parts or fixtures
- n. Any appliances or their systems not installed properly or in line with

manufacturer's guidelines

o. Improvements including work that is needed to bring the appliance up to current standards

p. Homes situated outside the UK mainland, excluding all Isles and Northern Ireland.

q. Service Requests directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever

r. Accidental or deliberate damage. The Providers will use their expert judgement, including our engineers' recommendations, to determine how the damage was sustained.

s. Cosmetic repairs – repairs required to effect the appearance but not the function or safety of the appliance that is within the scope of the Service Agreement, including but not restricted to; scratches, dents, chips or minor damage.

t. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, Insurrection or military or usurped power

u. Loss or damage to any appliance, or any resulting loss or expense, or any legal liability directly or indirectly, caused by or arising from:

i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its' components.

General Information

General Conditions

1. Any appliance 5 years old or more will be subject to a mandatory £75 Call Out Fee.
2. The rights provided under this service agreement cannot be transferred to anyone else.
3. You must give reasonable access to enable appropriate work to be carried out including following any advice from the approved engineer/electrician and/or the helpline in removing fixtures and/or fittings if this is deemed necessary.
4. We will cancel this service agreement immediately if you have provided inaccurate or misleading information or acted in a false or fraudulent manner in order to enter into this service agreement.
5. To improve the quality of the service some calls to the helpline may be recorded for training and monitoring purposes. Recorded calls are retained for training and monitoring purposes.

Repairs

Whilst we will take all reasonable steps to complete any repair, there are some instances when we will be unable to do so. You are not obliged to accept our approved engineers' recommendations for additional repairs, although you will be unable to apply for subsequent repairs

Under your 24|7 Home Service Agreement plan until the approved engineers' recommendations have been adhered to or until another accredited professional has deemed that your Property complies with regulatory standards. We will discuss the cost of these additional repairs with you and agree to a pricing structure before this additional work commences.

The Providers, whilst exercising their discretion may not replace or repair the appliance under this Service agreement even if you have duly complied with all of the terms and conditions contained in this Service agreement.

It is a condition of this service plan that all appliances should be maintained in line with manufacturer's recommendations such as (but not limited to):

- Cleaning filters
- Cleaning drain outlets

Upon making a Service Request we may ask you to conduct certain checks and if an engineer is sent out we may, upon our discretion, charge a call-out fee of £75 if it transpires that the appliances has not been maintained with the manufacturer's guidelines.

At our absolute sole discretion, we also reserve the right to request a call out fee of £75 where the breakdown is deemed as pre-existing. This payment, at our discretion, may be refunded once the engineer has reported their findings and confirms that the fault being reported falls within the scope of this agreement.

Replacement of Parts or Components

We reserve the right to use replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers.

We use reputable suppliers who stock the usual parts required to fix the relevant appliance. However, if, when attempting to fix your appliance we find that the relevant manufacturers spare parts are not readily available after a search of all our stockists or that parts may be available but will take longer than 28 days to source, we may not be able to complete your repair. . If we cannot get a replacement part needed to carry out a repair our liability will be limited to a temporary repair to make an emergency safe.

We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares. When replacement parts are received, we will contact you to arrange a suitable time slot for the engineer to attend.

You should make sure that the engineer can get reasonable access to carry out the repair.

Free Trial Promotion

Free trial eligibility is determined by 24|7 Home Rescue at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent membership to determine eligibility. For combinations with other offers, restrictions may apply. We will charge your payment method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "MY ACCOUNT" link and click "SERVICE CONTRACT".

Service Requests

In order to make a Service Request, you or your authorised representative must:

- a) Within 24 hours of the occurrence of the event, (or 24 hours of first knowledge) notify the Providers through our customer service helpline on 0345 0774 177 Monday to Friday 10am - 5.30pm (Excluding bank holidays).
- b) Hold the appliance or parts thereof available for inspection for 30 days following the submission of a Service Request
- c) When requested to do so, and within 14 days of receiving such request, deliver to the Providers a written statement of all reasonable particulars and details of the appliance affected, the appliance's value and the event and provide all such documents, explanations and other evidence as may be reasonably required by the Providers.
- d) Provide proof of purchase when requested, such as a dated receipt from a registered retailer.

Unless all of the terms (as detailed above) are complied with, at our absolute sole discretion a Service Request under this Service agreement may not be payable.

To ensure an accurate record your telephone conversation may be recorded. All requests for assistance must be made to 24|7 Home Rescue and not to the engineer directly otherwise the work will not be within the scope of the Service Agreement.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond our control. In the event of this occurring, and if we have agreed to satisfy your Service Request (which we have absolute sole discretion to refuse), we will ensure that your Property is safe and if required the engineer will provide you with a quotation for a suitable repair.

Please note that if you should engage the services of an engineer prior to making contact with 24|7 Home Rescue any costs that you incur are not within the scope of this service agreement.

Scheduling

If we have agreed to satisfy your Service Request (which we have absolute sole discretion to refuse), we will discuss the timing of your repair with you by phone, email or text. We will endeavour to ensure that your repair occurs as quickly as is reasonably practicable.

If you wish to reschedule your repair, please call **0345 3192 247**. Please provide at least 24 hours' notice of your intention to reschedule. You will incur a cancellation charge if you do not inform us of your intention to reschedule in a timely manner.

In unusual circumstances, such as extreme weather events or illness, travel restrictions and a pandemic, 24|7 Home Rescue may be forced to reschedule your repair. We will endeavor to inform you of any scheduling problems as quickly as possible but in some circumstances, we will be unable to inform you until the scheduled date of your repair. We will try at all times to minimise any inconvenience to you.

Appliances replaced under this Service Agreement

Should the appliance that is subject to the Service Request be replaced by you during the Agreement Term and you are happy to continue making your Fee Payments, you must notify us of the alternative appliance to benefit from this

Service Agreement. Failure to notify us of a change of appliance will lead to your Service Request being declined.

Renewals

Your service agreement will automatically renew following receipt of your payment for the period defined in your plan. For customers that have opted to pay annually, a payment will be automatically taken from the direct debit details provided.

The price will be reflected in your renewal quote. If your renewal quote has changed, we will notify you. If we do not receive notification of cancellation, then we will automatically renew the service agreement based on the renewal quote.

Debt Collection

We reserve the right to transfer your data to a third-party debt collection agency. This data will be utilised solely for the recovery of any outstanding payment owed to the service provider.

Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you, makes a Service Request under the Service agreement knowing the Service Request to be false, exaggerated in any respect, or makes a statement in support of a Service Request knowing the statement to be false and submits a document in support of a Service Request knowing the document to be forged or false in any respect, then 24|7 Home Rescue:

1. Will decline the Service Request.
2. Will be entitled to recover any amounts paid from the inception of the Service agreement.
3. Will inform the police or fraud prevention agencies of the circumstances.

Damage

We will take all reasonably practicable steps to avoid damaging your property during the course of your repair. Occasionally there may be some damage. We will fill any holes and reassemble fittings and features as required but will not replace or repair any damage that was caused by the existing fault.

We will only be liable to recompense you for damage caused by willful negligence.

Your Agreement

Your agreement with 24|7 Home Rescue

24|7 will administer your plan. If you need to contact us regarding your agreement, please call the customer services number or write to us at:

Address: Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG.

Email: customerservice@247homerescue.co.uk.

1. 24|7 Home Rescue will notify you if in the future it enters into an agreement with an alternative service provider for all or part of your service agreement, to confirm the details of the new service provider and give you details of any changes to the terms and conditions of your service agreement. 24|7 Home Rescue will notify you if in the future it transfers in full or in part the arranging and administration of your service agreement to another arranger and/or administrator to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service.
2. We will collect the amount due in accordance with your instructions.
3. We can amend these terms and conditions for legal or regulatory reasons as well as to benefit the group as a whole. Where this change benefits you, we will make the change immediately and we shall update the Terms & Conditions on our Website. If the changes do not benefit you and you wish to cancel your plan, you may do so by following the procedure as outlined under the section labelled 'How to Cancel Your Plan'.
4. This plan commences on the date shown on your schedule and continues upon receipt of your monthly payment. This plan is a 30-day rolling agreement and does not have a specified end date and will continue until either you or we cancel the plan.
5. We will contact you on the renewal of your plan to remind you of this and notify you of any changes to your Service Agreement or payments. Should you fail to make a payment in any month, the Service Agreement will cease

with effect from the end of the month immediately before the date of the failed collection. Should you wish to cancel your plan at any time, please see the procedure as outlined under the section labelled ‘How to Cancel Your Plan’.

Payments

Making your payments

The payment method you have selected will be confirmed in your schedule. If you have selected a monthly payment method, you will make your payment from your bank account on an agreed date of each month and, subject to the successful collection of that payment, we will provide the services available under the Service Agreement up to the date on which your next monthly payment becomes due.

What if I miss a payment?

If you fail to make a payment on the due date, your plan may be suspended, and you will not be able to make a Service Request. You will remain liable for any due and outstanding payment for the period up to the date of cancellation. If you want to make a Service Request under your plan whilst your Service Request is suspended, you will be required to pay any outstanding payments before an engineer will be despatched to your Property.

Renewing your plan

Your plan will continue following receipt of your payment for the period of the Service Agreement as defined in your schedule. We reserve the right to adjust your payments to reflect any changes in the cost of providing the services

Our right to change the price of the plan

We will contact you at least 30 days before if we decide or need to change your plan or the price of your plan for any of the following reasons:

1. To make minor changes to your plan wording that do not affect the nature of the plan and benefit that may be provided such as changes to make the plan easier to understand;
2. To reflect changes in the law, in regulation (including any decision of a regulatory body).
3. To reflect increases or reductions in the cost (or projected cost) of providing your plan.

4. To cover the cost of any changes to the plan/benefits that may be provided provided under this plan including but not limited to the removal of one or more service scope exclusion(s);
5. To cover the cost of changes to the systems, services or technology in support of this plan.

How to cancel your plan

Please note, only you or your Authorised Representative can cancel, in writing. You must write to 247 Home Rescue, Parkhill Business Centre, Padiham Way, Burnley, BB12 6TG.

Cancelling within the cooling off Period

We hope you are happy with the services this plan provides. However, if after reading this plan it does not meet with your requirements, please note every agreement purchased is subject to a 14-day cooling off period, which begins on the purchase date or 14 days from the date you receive your plan documentation, whichever is the later. This allows you to cancel the service agreement without penalty.

Cancelling outside the 14-day cooling off period

You must provide 30 days clear notice of any cancellation.

Where your plan is cancelled outside the 14-day cooling off period and you have not made a Service Request, there will be no cancellation fee payable to us and your plan will be cancelled immediately.

Cancellation Fees.

Where your plan is cancelled outside the 14-day cooling off period and you have made an accepted Service Request or have had an engineer's attendance you will be subject to a cancellation fee. The cancellation fee payable is £144 including VAT.

How we will refund you.

If you validly terminate the agreement within the cooling off period, we will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described in Cancellation Fees.

Privacy Policy

We know how important it is for you to understand how we use your data. Our Privacy Policy sets out how and why we collect, store, process and share your personal data. We will always be transparent with you about what we do with your personal data. Our Privacy Policy can be viewed online at <https://247homerescue.co.uk/privacy-policy/> alternatively, or if you have any questions you can contact us at:

Address: Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG.

Telephone: 0345 3192 247

Email: privacy@247homerescue.co.uk

Complaints

It is our intention to give you the best possible service but if you do have any questions or concerns about this plan or the handling of a Service Request, you can contact us at:

Tel: 0345 3192 247

Email: complaints@247homerescue.co.uk

Address: 24|7 Home Rescue, Parkhill Business Centre, Padiham Road, Burnley, BB12 6TG

For our full complaints procedure please visit <https://www.247homerescue.co.uk/complaints-procedure/>. The complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights, contact your local authority Trading Standards Service or Citizens Advice Bureau.

Applicable Law

This Agreement shall be governed by the laws in England & Wales.