Smart+ Subscription Service

TERMS AND CONDITIONS

Homely Energy Ltd

These terms have changed since you last reviewed them. The most recent changes were made on *9/10/24*

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO THE SERVICES

In particular, please note:

1) **that your Subscription will automatically renew for further 12 month terms, unless you cancel on time. Please see clause 7.5 for more details;**
2) **we do not guarantee that the services will provide savings in energy use or bills (please see clause 9**

1 Subscription Services Terms

1.1 These Terms and Conditions (**Terms**),together with any and all other documents that we mention in them, tell you information about us and the terms and conditions on which we will provide you with a web-based subscription service, Smart+, to help manage your energy system and usage by granting access to heat pump heating and hot water scheduling that is improved for time-of-use energy tariff cost reduction purposes (**Services**).

1.2 The Services are provided through our website at https://www.homelyenergy.com (the **Website**), but information on the Services will also be available to you via the Homely App (**App**)).

1.3 Please read these Terms carefully and make sure you understand them before ordering the Services from the Website. Please note that before placing an order you will be asked to agree to the Terms. If you refuse to accept the Terms, you will not be able to order any Services.

1.4 References to "you" in these Terms are to you, as a consumer, purchasing the Services in accordance with these Terms.

2 Where to find information about us and our products

1.1 You can find everything you need to know about us, Homely Energy Ltd (company number 11491139), and our products on the Website. We also confirm the key information to you in writing after you order by email. You should print a copy of these Terms or save them to your computer for future reference.

2 Other applicable terms

2.1 The use of our Website will be subject to Website Terms of Use, as made available on the Website. Please ensure that you have read them carefully and that you understand them.

2.2 The following terms and conditions will also apply to the Services:

2.2.1 Our privacy policy https://www.homelyenergy.com/privacy-policy, which sets out the terms on which we process any personal data we collect from you or that you provide to us; and

2.2.2 Any End User Licence Agreement as made available on the Homely App, which sets out the terms on which the Homely App may be downloaded and used.

3 Information about us

3.1 We are Homely Energy Ltd, a private limited company incorporated and registered in England and Wales with company number 11491139 and having our registered office at Evergreen House, Clowes Street, Salford, England, M3 5NA. Our VAT number is 322 0698 22 **("we", "us", "our**" as the context requires).

4 Contacting us

4.1 If you wish to contact us for any reason, or because you have a complaint, you can contact our Customer Support Team at any time by email at team@homelyenergy.com, by telephone at 0161 818 9005, by the Website's chat plugin or by post to Evergreen House, Clowes Street, Salford, England, M3 5NA.

4.2 All the guidance and information required for you to use the Services are available to you on the Website at https://help.homelyenergy.com/knowledge/frequently-asked-questions

4.3 If we have to contact you at any time, or give you notice in writing, we will do so by email or pre-paid post to the address you give us in your order. By accepting these Terms, you are also consenting for us to contact you by these methods if we need to in relation to the Services.

6 Changing your mind

6.1 **You have a legal right to change your mind before accessing the Services**. You have 14 days after the date we confirm your order to change your mind about the Services.

6.2 If you change your mind contact our Customer Support Team by email at team@homelyenergy.com, by telephone at 0161 818 9005, using the "Contact Us" page on the Website at https://www.homelyenergy.com/contact-us/ or fill out the Model Cancellation Form (attached as Appendix A to these Terms) and post it to us at Evergreen House, Clowes Street, Salford, M3 5NA. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

7 Accessing the Services and duration of Subscription

7.1 You must be 18 years or older to use the Services.

7.2 The Website will guide you through the steps you need to take to order the Services. In order to activate the Services, you will also need an account with us, which can be created by following the prompts on our Website.

7.3 We will contact you by email to confirm your order has gone through and that we have accepted it (**Confirmation Email**). If we are unable to supply you with the Services, for example due to a technical error or because of an error in the price on the Website, we will tell you about this by email as soon as possible and refund any sums you have already paid for the Services.

7.4 The Services will start on the date agreed in the Confirmation Email (**Service Start Date**) or as otherwise set out in an Order and continue for an initial 12 months. This is the Subscription Period.

7.5 **Autorenewal.** When the first Subscription Period ends, the Services will automatically continue for further Subscription Periods of 12 months each, unless you contact us at any time before the end of the Subscription Period you are in, to let us know that you don't want it to continue. If you have served us notice this will take effect at the end of your current Subscription Period, at which time your access to the Services will stop.

8 Charges and Payment Terms

8.1 The prices for the Services are set out on the Website at the time you place your order. The amounts you will pay for the Services you have ordered (**Charges**) will be set out clearly during the order process and then confirmed in the Confirmation Email.

8.2 We ask you to pay the Charges for each Subscription Period annually in advance by setting up a continuous payment authority (CPA) for a recurring payment to be taken by our third-party payment provider, Stripe, on your debit or credit card. As part of this process, which is accessible via the Website, we will ask you to confirm our permission (CPA) to take payments as and when they're due. The Charges for the first Subscription Period are due when you place your Order. We will remind you 14 days before your current Subscription Period is about to end and that you will be expected to pay the Charges for the

next Subscription Period and when they will be due and how much. If any price increases will apply to the next Subscription Period, we will give you 30 days' written notice. If you don't want the Services to continue for another Subscription Period, you must tell us straight away. See clause 7.4 how to do this.

8.3 When making your Order you will be guided through the process of setting up a CPA. You agree to provide us with valid, up to date and complete details for taking payment and to provide complete contact and billing details and to give us permission to bill your credit or debit card for the Charges due for each Subscription Period until you give us notice to end the Services. We also accept payment from other forms of payment as specified on the Website from time to time, e.g. by Apple Pay.

8.4 The Charges will include VAT (where applicable) at the current rate chargeable in England and Wales from time to time.

9 We can change the Services and these Terms

9.1 **Changes we can always make**. We can always make changes to the Services from time to time to reflect changes in relevant laws and regulatory requirements, to implement minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the Services.

9.2 **Changes we can only make if we give you the option to terminate**. If we want to make changes that materially affect or change the Services being provided to you, we will give you 30 days' notice in writing about them and you can then contact our Customer Support Team to end the contract before the change takes effect and receive a refund for any Services you've paid for in advance but not yet received. If you are happy with the changes you've told you about, they will start 30 days after the date of the notice.

9.3 **We can suspend the Services**. We do this to make the changes set out in clause 9.1 and clause 9.2, or to perform maintenance or improvements. We will let you know in advance to tell you we're suspending the Services, unless the problem is urgent or an emergency.

9.4 **We can withdraw the Service**s. We can stop providing part of or all of the Services altogether but we will let you know at least 30 days in advance and we refund any sums you've paid in advance for the part of the Services that won't be provided.

10 Supply of the Services and no guarantee that the Services will work in a specific way

10.1 To make full use of the features provided by the Services, you will need to:

10.1.1 have purchased and installed our, or compatible third-party, smart thermostat (**Homely Hub**);

10.1.2 obtain your energy through a third party energy supplier who supports tariff optimization and the Services, whether at the date of the Order or after a tariff swap; and

10.1.3 notify us about your current energy tariff and, if you swap tariff, you will need to notify us of the new tariff as soon as possible after the swap.

10.2 We provide information the Website or by email from time to time of the brands and/or models of smart thermostat, and third-party energy providers, which are compatible to the Services. However, you alone are responsible for checking and confirming that they are indeed compatible. For the avoidance of doubt, we are not directly affiliated with third-party energy suppliers and any contract you may have with those third parties is in accordance with that third party's terms and conditions.

10.3 The Services need an active internet connection to enable control of the relevant heating system. The App (if you have it) will provide information about the strength of the internet signal where the Homely Hub is located. You alone are responsible for your internet connection. We do not provide internet services nor will we be responsible for any issues or incorrect functioning of the Services caused by lack of, low signal or any other issues related to the malfunction of such internet connection. For the avoidance of doubt, we

are not directly affiliated with third-party internet suppliers and any contract you have with those third parties is governed solely by their terms and conditions.

10.4 We promise to provide the Service with reasonable care and skill and in accordance with applicable law. However, we do not guarantee that it will be uninterrupted or faultless. The Services may from time to time be partially or completely unavailable if we need to deal with technical problems or make minor technical changes, update the Services to reflect changes in the relevant laws and regulatory requirements or make changes to the Services (see clause 9). We will let you know in advance when the Website is expected to undergo scheduled maintenance which will make the Services unavailable for a period over three consecutive hours.

10.5 From time to time we may let you try, at no additional fees or charges, further services or features which are not detailed as part of the Services, for example as part of a trial or for promotional purposes. These will not, unless otherwise expressly stated in writing elsewhere, form part of the Services under these Terms and we may at our own discretion withdraw them at any time and with immediate effect, unless and until confirmed in an Order.

10.6 We do not warrant or guarantee that the Services will result in more beneficial heating/energy bills for you. Unless we have been negligent, we will not be liable for any changes in your energy supply bill regardless of whether those changes are directly or indirectly related to the Services.

10.7 No emergency notification system. You understand that the Service not a third-party monitored emergency notification system and that we do not monitor emergency notifications and will not dispatch emergency authorities to your home in the event of an emergency. In addition, our support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

11 Connecting with an Installer

11.1 If you would like for your home energy system installer, or other third party, to have access to you home energy system information provided via Homely Hub, so that the installer can provide support, monitoring and maintenance of your energy system, then you will need to provide us with permission to share this information within the Homely App. We would also recommend that you enter an appropriate services contract with the installer which covers the agreed services.

11.2 You can remove the installer's access at any time by letting us know via the Homely App or by emailing us at team@homelyenergy.com. We will then remove the installer's access as soon as possible, however, this will mean that the installer may no longer be able to provide you with the services which they have agreed to perform for you.

11.3 We will ensure that the installer is subject to contractual controls in respect of the sharing of such data, which will include personal data related to you use of your home energy system which is shared via Homely Hub.

12 Your responsibilities

12.1 You're responsible for making sure all the details in your order and any information you are asked to provide on purchase of the Services (for example direct debit details and billing information) is complete and correct.

12.2 You alone are responsible for choosing, setting and controlling the heating at the premises, when using the Services and Homely Hub. However, the Homely Hub is programmed to maintain the heating system between 12 and 25 degrees centigrade, and you accept these limits will apply to the Services.

12.3 Where applicable, you are responsible for obtaining and maintaining all necessary licenses, permissions and consents which may be required from time to time during the Subscription Period.

12.4 You are responsible for the way the Services are used. You must not do any of the following acts or allow anyone else to do the following acts in relation to the Services and/or Account:

12.4.1 activities such as vulnerability scanning, load testing, penetration tests or bypassing our security measures in any intended way are strictly prohibited to be carried out on our platform without our previous written approval;

12.4.2 break, or circumvent (or attempt to do so), the security of our network, equipment, content or software;

12.4.3 copy, distribute, make available, attempt to disassemble, decompile, create derivative works of, reverse-engineer, modify, sub-license, or use for any other purposes any software or equipment;

12.4.4 use any data mining, robots, scraping or similar data gathering methods;

12.4.5 use the Services in a way that affects or risks degradation of services to other customers; puts our network at risk; is not in keeping with reasonable expectations of a customer; and/or breaks the law or infringes the rights of any other person;

12.4.6 take any action that imposes an unreasonable load on the Services' infrastructure or system; and

12.4.7 use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Services.

13 Ending the contract

13.1 We can end our contract with you for the Services and claim any compensation due to us (including enforcement costs) if:

13.1.1 you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;

13.1.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or anything else that we need to provide the Services, for example address details, energy provider and tariff, and heating system specifications; or

13.1.3 you are in breach of any of your responsibilities set out in clause 11 and don’t resolve the breach, if possible, when asked to do so.

13.2 You may end the contract with us at any time in accordance with clause 7.5 or clause 9.2.

13.3 You may also end the contract with us if we are in breach of any of our responsibilities under this agreement, we are unable to materially perform the Services as intended, or we are otherwise in breach of our obligations to you under these Terms or under applicable consumer laws. In this event, you may be entitled to a full or partial refund for Services paid for but not yet provided, and for compensation.

14 Our liability to you

14.1 **We don’t compensate you for all losses caused by the Services.** We’re responsible for losses you suffer caused by us breaking this contract unless the loss is:

14.1.1 **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

14.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section, we're not responsible for delays outside our control.

14.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

14.1.4 **A business loss.** This Service is provided for your personal use in your residential property only and not for the purposes of your trade, business, craft or profession. We are not liable for any loss you suffer in connection with your trade, business, craft or profession by using the Services other than for personal use.

14.1.5 **Energy Savings.** We disclaim all liability for final energy bills related to service usage. The subscription fee is nominal and does not entitle subscribers to recourse for energy bill fluctuations. Heat pump controls form only one part of overall costs, together with heat pump system installation, health, and maintenance, heating requirements, and other household energy consumption.

15 Resolving complaints with us

You have several options for resolving disputes with us.

1.1 **Handling complaints.** Our Customer Support Team will do their best to resolve any problems you have with us or the Service.

1.2 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to CEDR through their website at www.cedr.com. CEDR does not charge you for making a complaint and if you're not satisfied with the outcome you can still go to court.

1.3 **You can go to court**. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

1.4 For more information on your statutory rights you may contact Citizens Advice by visiting www.citizensadvice.org.uk or calling 03454 04 05 06.

2 Other important terms apply

2.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying your product**. We'll contact you to let you know if we plan to do this. You can only transfer your contract with us to someone else if we agree to this.

2.2 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

2.3 **If a court invalidates some of this contract, the rest of it will still apply**. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

2.4 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn’t mean we can't do it later.

APPENDIX A

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

Homely Energy Ltd
Evergreen House
Clowes Street
Salford
M3 5NA

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),……..

Address of consumer(s),……

……
Signature of consumer(s) (only if this form is notified on paper),

…….
Date

[*] Delete as appropriate