

Terms and Conditions

Homeguard Direct (Satellite Protection Division) is a dedicated provider of breakdown cover and service agreements with National UK coverage. We have a dedicated UK based call and assistance centre, available 24 hours a day, 365 days a year and technical support teams throughout the UK. We specialise in satellite systems for the public and we aim to provide top quality advice and technical support to our customers.

Homeguard Direct is an independent company and not associated with any other parties offering similar products or services trading under similar names.

Definitions

- "We" and "us" means Homeguard Direct Limited a company registered in England and Wales under company registration number 06733374 and whose registered office (not for correspondence) is Homeguard Direct, 20 Linnet Close, Wick, West Sussex BN17 7GW and "our" shall be interpreted accordingly;
- "You" means the customer of Homeguard Direct Limited identified in the Plan Confirmation and "your" shall be interpreted accordingly;
- "Plan Confirmation" means the letter addressed to you providing your details, the details of the Plan and the Services we have agreed to supply subject to this Agreement, the Agreement start date and the Price;
- "Price" means the price you have agreed to pay for the Plan as set out in the Plan Order Confirmation and as later varied in accordance with this Agreement;
- "Services" means all and any services supplied by us to you as part of the Plan.
- "Plan" means the Plan or Plans we have agreed to provide to you as set out in the Plan Confirmation and our current brochure, literature and/or website;
- "Equipment" means the outside dish, Low Noise Blocker (LNB), digital box, all associated cables and the remote control unit;
- "Agreement" means the agreement between you and us whereby we are agreeing to provide the Plan and the Services and you are agreeing to pay the Price stipulated in the Plan Confirmation. The Agreement incorporates these terms and conditions and the Plan Confirmation and expressly does not include any previous representation, promise or agreement whether given in writing or orally;

The Plan covers all technical aspects of the Equipment. If our engineers cannot repair a component we will replace it; in the event of a replacement being necessary, the replacement product may not be new.

Provisions under the Agreement include:

A: Breakdown Services: The provision of repairs or replacement of your digital satellite system, without charge, in the event of a breakdown caused by a mechanical or electrical fault with your equipment (or by damage caused accidentally to your Sky, Sky+ or Sky + HD system if this occurs during the Manufacturer's warranty period).
B: Customer Services: We will provide a dedicated telephone helpline offering technical support and assistance in respect of your digital satellite system. Please contact us once in every 12 month period of your Agreement to receive a software upgrade for your digital satellite system.

Exclusions under the Agreement:

The following items are expressly excluded from all Plans we have agreed to provide to you under the terms of this Agreement:

- a. The equipment being recalled by Sky or any other supplier due to a generic manufacturer defect or any other reason.
- b. Any unauthorised modifications of the equipment including (without limitation) any upgrade not authorised by Sky or the addition of non-approved accessories.
- c. Failure to follow the equipment operating instructions.
- d. Use of the Equipment in a non-domestic or commercial environment.
- e. Loss or any damage caused directly or indirectly by theft, attempted theft, malicious damage or damage caused by fire or explosion.
- f. Any problem caused by directly or indirectly by the domestic electricity supply.
- g. Routine cleaning, maintenance and servicing.
- h. Repairs or replacement outside of normal working hours (i.e. between 09:00 to 17:00 Monday to Friday, excluding public holidays).
- i. Repairs to be executed outside of the UK, Isle of Man and Channel Islands.
- j. Cosmetic damage, decorative or other parts which do not affect how the system works.
- k. Replacement of any consumable items such as fuses and batteries.
- l. Rust and or corrosion damage to Sky dish.
- m. Loss or damage to interactive or viewing cards. (Please refer to supplier e.g. BSkyB directly).
- n. Equipment not installed by authorised engineers.
- o. Equipment not repaired by our approved engineers where we have provided you with an authorisation code.
- p. Any equipment which is not working in accordance with the manufacturer's specification when you apply for the Plan.
- q. Loss of programmes saved to the hard drive of the Sky + or Sky+ HD system.
- r. Damage to components of integrated digital televisions.
- s. Cash alternatives for repair or replacement.
- t. Costs incurred by no fault being found with your Equipment.
- u. Damage to any part of the Equipment that is not wholly owned by you such as a communal dish or distribution system.

- v. Any claim which is deemed to have arisen or is made within the first 30 days of the Plan start date.



Your Obligations:

You acknowledge and agree that for us to be able to provide the Services you shall:

- Ensure that we have easy access to the items which require repair or replacement.
- Make available to us the facilities, resources and working space as we reasonably require to perform the Services and that such space and the immediate area is kept clear of obstruction, adequately lit and marked in any way required by the engineer to ensure that no one enters the work area.
- Provide to us such information and documentation we reasonably require.

Exclusion of third party rights:

This agreement is for your benefit only and any permitted transferee. No rights or benefits are given to any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this service agreement.

Governing Law:

This plan is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply.

Termination of This Agreement:

Under the Consumer Protection (Distance Selling) Regulations 2000, you may cancel this agreement by giving us notice in writing within 7 working days from receiving your Plan Confirmation. If you cancel it within this period, we will provide you with a full refund of any funds paid by you to us.

Your right to cancel will be lost if we have supplied any service to you under this agreement during the cooling off period. Save for the cooling off period, you may not otherwise cancel this agreement before the expiry of the term.

If you cancel after the 7 working day cooling off period, you will be charged the Price that would otherwise have been payable over the term of the Agreement.

We may terminate (i.e. cancel) this Agreement (effectively terminating all Plans we have agreed to provide to you) if:

- In our opinion, you have given false or exaggerated information.
- You do not make an agreed payment or fail to do so by the agreed method.
- You have failed to comply with your obligations under this Agreement.
- In our opinion circumstance have arisen which make it inappropriate for us to continue providing the Plan.

If we cancel this Agreement, we will not normally refund you.

Contact Details:

i) Cancellations: Our address is Homeguard Direct, PO BOX 3326, Littlehampton, BN16 9EU

ii) Complaints: If you have any complaints about the Services or any aspect of the way we have administered the Plan, please contact our Customer Services Team at the address given above.

Variations to this Agreement:

These terms and conditions are subject to change at any time without prior notice. However, we shall notify you in writing of all changes to your Agreement.

Data Protection:

We may use your name and address for the administration of the plan and for other marketing purposes. Under the Data Protection Act 1998 you have the right to ask for a copy of the information held about you and how it is being used at any time and to have that information corrected if it is inaccurate.

If you are paying for your Plan by Direct Debit, you are protected by the Direct Debit Guarantee below:

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.
- The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change PSL / Homeguard Direct will notify you five (5) working days in advance of your account being debited or as otherwise agreed.
- If an error is made by PSL / Homeguard Direct or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

**PO BOX 3326
LITTLEHAMPTON BN16 9EU**

FREPHONE: 0800 6226710

INFO@HOMEGUARDDIRECT.CO.UK

WWW.HOMEGUARDDIRECT.CO.UK

REGISTERED IN ENGLAND: 06733374