CONTENTS

CLAUSE

1.	These terms	2
2.	Information about us and how to contact us	2
3.	Our contract with you	2
4.	Our services	3
5.	Our rights to make changes	3
6.	Providing the services	4
7.	Your rights to end the contract	4
8.	How to end the contract with us (including if you have changed your mind)	6
9.	Our rights to end the contract	6
10.	If there is a problem with the services	7
11.	Privacy Policy - GDPR	7
12.	Price and payment	7
13.	Our responsibility for loss or damage suffered by you	8
14.	How we may use your personal information	8
15.	Other important terms	8

SCHEDULE

SCHEDULE MODEL CANCELLATION FORM 10

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover**. These are the terms and conditions on which we supply the services described at clause 4.3 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 the services 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 Digi Helpdesk, Digital TV Support a trading name of 85Consult Limited, a company registered in England and Wales. Our company registration number is 10734764 and our business address is at 2 Fredrick Street, Kings Cross, London, WC1X 0ND, England.

2.2 **How to contact us**. You can contact us by telephoning our customer service team at 0800 464 7785 or by writing to us at 2 Fredrick Street, Kings Cross, London, WC1X 0ND, England or emailing us at contact@digihelpdesk.co.uk

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 send you a letter in the post or 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 our services. This might be because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of our services.

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 services in the UK. We do not provide our services to addresses outside the UK.

4. OUR SERVICES

4.1 **Duration of services. You may choose** to receive our services for a fixed period of 12 months from the date of acceptance of your order for a single payment in advance to be notified to you before you place your order. If you have chosen to pay for our services by quarterly debit payment we will collect payment every quarter until the contract is brought to an end **or you may choose** to receive our services on a monthly payment until the contract is brought to an end, commencing on acceptance of your order by making a monthly payment by direct debit of an amount to be notified to you before you place your order.

4.2 **No guarantee. We do not guarantee** that our services will resolve all or any of the issues with your digital equipment over the telephone.

4.3 **Nature of our services.** Whichever method of payment you choose, a description of our services is set out below:

- Telephone technical support for issues that occur with;
- Digital equipment
- Laptop
- Computer
- Television
- Mobile phone

4.4 **Not included in our services.** We do not carry out any physical repairs on your equipment.

4.5 **Absolute discretion.** There may arise exceptional circumstances where the fault-finding process requires us to install our own equipment in order to narrow down the causes of the issue(s). Where such an installation occurs and remains in-situ, the equipment in question remains our property – it is not hired-out to you, but lent. If our Contract with you ends, it will also be at our discretion whether or not the equipment is requisitioned. The decision as to whether or not a fault requires the issuance of replacement equipment rests entirely with us, and no obligations exist to do this ('absolute discretion'). If you wish to be able to own said equipment, then you will need to take out an insurance policy with an appropriate insurance provider to cover device breakdown and the like. We would then fit the insurance-provided unit and requisition our own lent equipment which would have performed its role of keeping your system operational during the waiting period for insurance-covered equipment.

4.6 **Additional services.** To make sure we provide you with fast technical support we may use services such as TV Aerial Company and Just Answer. Your information will be provided to TV Aerial Company and Just Answer in-order to service your subscription.

4.7 **Your obligations to us.** We will need certain information from you in order for us to be able to provide our services. We will explain this to you on the telephone when we call you and we will confirm this in writing to you by email or letter sent to your postal address following you placing an order with us. This will also be stated in the description of our services on our website.

5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to our services**. We may change our services:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will either not affect your use of our services or if they do we will advise you within a period of 10 days and offer you an opportunity to terminate the contract (see clause 8) and you will receive a refund of a proportion of the single payment made by you at the outset pro rata to the

number of months of the contract yet to elapse or if you pay by monthly direct debit a refund of the current monthly direct debit payment.

6. PROVIDING THE SERVICES

6.1 **When we will provide our services**. We will commence provision of our services within a period of 1 day of the commencement of the contract and we will confirm the expected date of commencement when you submit your order. As our services are ongoing services or subscriptions, we will tell you during the order process when and how you can end the contract and this is also set out at clause 8 of these terms.

6.2 **We are not responsible for delays outside our control**. If supply of our 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 of our services you have paid for but not received.

6.3 **What will happen if you do not give required information to us**. We will need certain information from you so that we can supply our services to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 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 services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.4 **Reasons we may suspend the supply of our services to you**. We may have to suspend the supply of our services to:

(a) deal with technical problems or make minor technical changes;

(b) update our services to reflect changes in relevant laws and regulatory requirements;

(c) make changes to our services as notified by us to you (see clause 5).

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

6.6 **We may also suspend supply of our services if you do not pay**. If you do not pay us for our services when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of our services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of our services. We will not suspend our services where you dispute the unpaid charges (see clause 11.6). As well as suspending our services we can also charge you interest on your overdue payments (see clause 11.5).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us**. Your rights when you end the contract will depend on what you have paid for, whether there is anything wrong with the performance of our services and when you decide to end the contract:

(a) **If what you have bought is mis-described you may have a legal right to end the contract** (or to get the services re-performed or to get some or all of your money back), **see *clause* 10**;

(b) **If you want to end the contract because of something we have done or have told you we are going to do,see *clause* 7.2**;

(c) **If you have just changed your mind about our services, see *clause* 7.3**. You may be able to get a refund if you are within the cooling-off period.

(d) **In all other cases (if we are not at fault and there is no right to change your mind), see *clause* 7.7.**

7.2 **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 of our 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 our services or these terms which you do not agree to;

(b) we have told you about an error in the price or description of our services you have ordered and you do not wish to proceed;

(c) there is a risk that supply of our services may be significantly delayed because of events outside our control;

(d) we have suspended supply of our 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 one month; or

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

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013)**. For most services bought online or by distance selling on the telephone 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.

7.4 **Our goodwill guarantee**. Please note, these terms reflect the goodwill guarantee offered by 85Consult Limited of 2 Fredrick Street, Kings Cross, London, WC1X 0ND to its UK customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or mis-described services (see clause 10.2):

Right under the Consumer Contracts Regulations 2013	**How our goodwill guarantee is more generous**
14 day period to change your mind.	30 day period to change your mind.
No right to cancel once the Cancellation Period has expired except for faulty or mis-described services.	You may cancel your contract at any time and depending on your method of payment either receive a refund for the remaining months of your contract period or a refund of the current monthly direct debit payment with no further direct debit payments to be taken

7.6 **When you don't have the right to change your mind**. You do not have a right to change your mind in respect of our services, once these have been completed, even if the cancellation period is still running.

7.7 **How long do I have to change my mind?** You have 30 days after the day we email you or send a letter to your postal address to confirm we accept your order. If you cancel after we have started the

performance of our services, you must pay us for our services provided up until the time you tell us that you have changed your mind.

7.8 **Ending the contract where we are not at fault and there is no right to change your mind**. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed. A contract for services is completed when we have finished providing our services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for our services which have not been provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) our reasonable administration charges incurred in connection with cancelling the contract and any direct debit payment as a result of your ending the contract.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 **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 08004647785 or email us at contact@digihelpdesk.co.uk or write to us at 2 Fredrick Street, Kings Cross, London, WC1X 0ND, England. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **By post**. Print off the form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

8.2 **How we will refund you**. We will refund you the price you paid for our services, by the method you used for payment or a cheque or online transfer. However, we may make deductions from the price, as described below.

8.3 **Deductions from refunds if you are exercising your right to change your mind**. 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.

8.4 **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, your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it**. We may end the contract for our services 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 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our services, see clause 4.5;

9.2 **We may withdraw the services**. We may write to you to let you know that we are going to stop providing our services. We will let you know at least 1 month in advance of our stopping the supply of our services (unless we are prevented from doing so by events beyond our reasonable control) and will refund any sums you have paid in advance for our services which will not be provided.

10. IF THERE IS A PROBLEM WITH THE SERVICES

10.1 **How to tell us about problems**. If you have any questions or complaints about our services, please contact us. You can telephone our customer service team at or write to us at contact@digihelpdesk.co.uk and 2 Fredrick Street, Kings Cross, London, WC1X 0ND, England.

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

If your product is **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't 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).

11. PRIVACY POLICY - GDPR

11.1 **Your right to know how we process your information.** The information we hold on you is provided by our GDPR compliant lead suppliers. We contact you to market our services to you. Should you accept we will then record the information we hold on you. An electronic copy of your name, address, telephone number, email address, agreement number and banking information is stored on a secure cloud based Google drive and will only be used for the purposes of needing to contact you for the purposes of providing our services. We use a GDPR compliant third party postal service to send out any documents or equipment you may need.

11.2 **Third-party sales and data processing.** Our company engages third-party organisations, both in the UK and internationally, to facilitate sales on our behalf. Where personal data is processed by these third parties, they act as independent data controllers or processors under their own legal obligations. We are not responsible for the data handling practices of these third parties. Any personal data shared with them is limited to what is strictly necessary for the purpose of completing the sales transaction and fulfilling payment obligations. We ensure that appropriate safeguards are in place, in compliance with UK GDPR, when transferring data outside the UK. For more information on how third parties handle your data, please refer to their respective privacy policies.

11.3 **Your right with how we control your personal information.** You have the right to request or have us delete any information we hold on you, at no cost and you have the right to report to the ICO if you are not happy with the way we have handled your personal information.

11.4 Further information on our privacy policy can be found by visiting our website at https://www.digihelpdesk.co.uk/privacy-policy/

12. PRICE AND PAYMENT

12.1 **Where to find the price for our services**. The price of our services (which includes VAT) will be the price advised on our website, to you on the telephone or indicated on the order pages when

you placed your order as confirmed to you in writing by email or letter sent to your postal address. We take all reasonable care to ensure that the price of our services advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of our services which you order.

12.2 **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 our services, we will adjust the rate of VAT that you pay, unless you have already paid for our services in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong**. It is always possible that, despite our efforts, some of our services we sell may be incorrectly priced. We will normally check prices before accepting your order. Where the correct price for our services at your order date is less than our stated price at your order we will charge the lower amount. If the correct price for our services 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 and refund you any sums you have paid.

12.4 **When you must pay and how you must pay**. We accept payment with Mastercard, VISA Debit/Credit, and Direct Debit. If you have chosen to receive our services for a 12 month subscription you must make payment in full in advance before we start to perform our services**.** If you have chosen to pay for our services by quarterly debit payment we will collect payment every quarter until the subscription is brought to an end by one of the methods set out in these terms. If you have chosen to pay for our services by monthly direct debit we will collect payment by monthly direct debit. If you have chosen to pay for our services by annual direct debit we will collect payment by annual direct debit until the subscription is brought to an end by one of the methods set out in these terms.

12.5 **What to do if you think an invoice is wrong**. If you think an invoice is wrong please contact us promptly to let us know.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **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 during the sales process.

13.2 **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 our services (as summarised at clause 10.2).

13.3 **We are not liable for business losses**. We only supply equipment and our services for domestic and private use. If you use the equipment or our 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. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 **How we will use your personal information**. We will use the personal information you provide to us:

13.1.1 to supply our services to you;

13.1.2 to process your payment for our services; and

13.1.3 if you agreed to this during the order process, to give you information about products that we provide, but you may stop receiving this at any time by contacting us.

14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15. OTHER IMPORTANT TERMS

15.1 **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.

15.2 **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.

15.3 **Nobody else has any rights under this contract**. This contract is between you and us. 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.

15.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms 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.

15.5 **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.

15.6 **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 our services in the English courts. If you live in Scotland you can bring legal proceedings in respect of our services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of our services in either the Northern Irish or the English courts.

15.7 **Alternative dispute resolution**. Where a contract is formed by online methods only please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Schedule Model Cancellation Form

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

To:
Digi Helpdesk
2 Fredrick Street
Kings Cross
London
WC1X 0ND
England

Tel :

Email:

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

Technical support services for digital equipment.

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
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