**MEMBER TERMS AND CONDITIONS**

Welcome to Galect! We provide UK-wide home maintenance packages for your convenience. We aim to reduce the cost of emergency call-out service in the event of something breaking down, through our subscription service.

In these terms and conditions (**Terms**), when we say **you** or **your**, we mean both you, the person subscribing to a Subscription (**Services**) through our website (**Site**) and if applicable, any entity you are representing (such as your employer). The Services may include the provision of any spare parts to you (**Parts**). When we say **we**, **us** or **our**, we mean Galect Limited, a company registered in England and Wales with company number 12801858. These Terms are entered into between us and you, each a **Party** and together the **Parties**.

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot benefit from our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning throughout these Terms or at the end of these Terms.

For questions about these Terms, or to get in touch with us, contact us using the details below:

|  |
| --- |
| Our contact details:  **Galect limited** a company registered in England and Wales.Our company registration number is 12801858.  Address: 116 Lee Street, Horley RH6 8ES  Phone: 0800 002 5056  Email: info@galect.uk |

*Last updated: 4 October 2023*

1. These Terms

## These Terms contain the terms and conditions on which we supply the Services to you.

## Please read these Terms carefully before you accept these Terms. These Terms tell you who we are, how we will provide the Services to you, how you and we may change or end these Terms, what to do if there is a problem with the Services and other important information. If you think that there is a mistake in these Terms or require any changes to these Terms, please contact us to discuss (using our contact details above).

## This is not an insurance policy and therefore is not regulated by the Financial Conduct Authority (FCA). It is a Service Agreement to provide ongoing routine servicing, repairs, and assistance at your property, when breakdowns occur.

1. Acceptance and Term

## You accept these Terms by clicking ‘Sign Up’.

## If you are using the Site or subscribing to the Services on behalf of your employer or business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity’s personnel to these Terms.

## These Terms apply from when you sign up for an Account, until the date on which your Account is terminated in accordance with these Terms.

## Cooling Off Period: If you sign up for a Subscription through the Site, you have a 14 day cooling-off period to change your mind and cancel the Subscription. We will not commence the Subscription under the Cooling Off Period has ended. If for any reason we agree with you to commence the provision of the Subscription during the Cooling Off Period, you acknowledge that you will lose your right to cancel within the first 14 days under Consumer Law Rights.

1. Use of the Site

## You must not use the Site and/or subscribe to the Services through the Site unless you are at least 18 years old.

## When using the Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:

1. anything that would constitute a breach of an individual’s privacy (including uploading private or personal data without an individual's consent) or any other legal rights;
2. using the Site to defame, harass, threaten, menace or offend any person;
3. using the Site for unlawful purposes;
4. interfering with any user of the Site;
5. tampering with or modifying the Site (including by transmitting viruses and using trojan horses);
6. using the Site to send unsolicited electronic messages;
7. using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
8. facilitating or assisting a third party to do any of the above acts.

## All personal data that you give to us will be treated in accordance with our privacy policy. You can find our privacy policy at [insert link].

1. Accounts

## You must create an account in order to subscribe to our Services from us (Account). You may register for an Account using your email address, or using your Facebook or other social media network account (Social Media Account). If you sign in to your Account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to your name and contact details.

## You must ensure that any personal data you give to us when creating an Account is accurate and up to date.

## It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including purchases made using your Account details.

1. Subscriptions

## We offer our Services on an ongoing subscription basis (Subscription). You may purchase a Subscription by paying the price for the Subscription outlined on the Site (Price) in advance on a monthly basis or some other recurring interval disclosed to you prior to your payment of the Price (Billing Cycle). The Subscription will be for the period set out on the Site when you subscribe (Initial Subscription Term).

## We set out the inclusions and exclusions to the scope of each Subscription on our Site. Your access to the Services is subject to your commercially reasonable and fair use of the Services. Where you continuously or frequently request a volume of call outs that is excessive or greater than what is commercially reasonable, we may give you notice of this and if you do not adjust your usage in line with our request to do so, we may vary the Price and Services to reflect your increased usage of our resources, effective on and from the date we give you written notice of the new Price and Services; or, terminate these Terms with immediate effect and cease providing the Services to you.

## At the end of the Initial Subscription Term, your Subscription will automatically renew for recurring monthly periods of time (each of which will be considered a Renewal Term) unless and until you cancel your Subscription. You will be charged the Price for subsequent Renewal Terms as outlined on the Site.

## We may need to change what is available as part of your Subscription (for example, the inclusions and exclusions) from time to time. If we change what is available as part of your Subscription, we will provide you with at least [30 days’] notice of the change. After the notice period has lapsed, we will apply the changes to your Subscription. If the changes adversely affect your enjoyment of the Subscription, you may cancel your Subscription with effect from the date we apply the changes to your Subscription by providing written notice to us. If you cancel your Subscription, (a) you will no longer be able to use the Services on and from the date of cancelation, and (b) if you have paid the Price upfront you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.

## We may need to change the Price from time to time. If we change the Price, we will provide you with [30 days’] notice of the change. After [30 days], we will apply the updated Price to your Subscription. The updated Price will commence on the next Renewal Term. If the updated Price is not acceptable to you, you may cancel your Subscription before it renews.

1. Our supply of the Services

## In consideration of your payment of the Price, we will provide the Services in accordance with these Terms and all applicable Laws, whether ourselves or through our Personnel.

## We warrant to you that the Services will be provided using reasonable care and skill.

## We will not be responsible for any Services unless expressly set out in the inclusions on the checkout page at the time of placing your order.

1. Cancellations and Rescheduling

## You may schedule a call out through your Account or by contacting us using the details at the top of these Terms (Appointment).

## In the unlikely event that we need to cancel an Appointment due to no fault on your part, such as where our team is unwell, or due to adverse weather conditions, we will aim to provide you with as much notice as possible.

## If, for any reason, you need to cancel an Appointment with us, we would appreciate you giving us as much notice as you can, and in any event, at least 24 hours’ notice prior to the Appointment by calling or emailing us using the contact details at the beginning of these Terms.

1. Parts and Additional Services

## Where we provide the Services and identify that any Parts need to be installed, or additional services are required that are not included in your Subscription, we will let you know.

## Where the supply of the Part is included in your Subscription, we will supply and install the Part as part of your Subscription without charging any additional fee. Risk and title in the Part will transfer from us to you on installation of the Part.

## Where the Part or a requested Services is not included in your Subscription, we will let you know the additional fee for the Part (Additional Fee). If you accept the Additional Fee, we will install the Part and/or provide the additional Services and invoice you for the Additional Fee. The Additional Fee must be paid within 7 days of receipt of the invoice, in accordance with the payment method set out in the invoice. Risk in the Parts will transfer to you on installation of the Part, and title in the Part will transfer to you on payment in full of the Additional Fee.

## Where you purchase Parts or Services from us outside of your Subscription, pursuant to the Consumer Rights Act 2015, you have 14 days to change your mind after the day you receive the Parts and/or Services from us, unless the Parts and/or Services are installed by us for the purpose of carrying out urgent repairs or maintenance, as requested by you, where Services are supplied during this period as specifically requested by you (which is deemed a waiver of your rights if the Services are fully performed) or where any other exclusion applies under the Consumer Rights Act 2015. If you have purchased Parts from us and have the right to cancel under the Consumer Rights Act 2015, then you must return the Parts to us, at your cost. We may reduce your refund of the Price (excluding delivery costs) to reflect any reduction in the value of the Parts, caused by you (or their installation). We will make any refunds due to you as soon as possible. To exercise your right to cancel these Terms under this clause 8.4, please let us know by contacting us by email using the details at the top of these Terms.

1. Payment

## You must not pay, or attempt to pay, the Price or any Additional Fee by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.

## The payment methods we offer are set out on the Site. We may offer payment through a third-party provider, for example, Stripe. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions. We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.

## If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):

1. after a period of 5 business days, cease providing the Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including reasonable legal fees, debt collector fees and mercantile agent fees); and/or
2. charge interest at a rate equal to 4% above the Bank of England's base rate, from time to time, but at 4% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.
3. Premises

## You agree to provide us (and our Personnel) with access to the Premises (and the facilities at the Premises) and any other premises as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety:

1. at the times and on the dates reasonably requested by us or as agreed between the Parties; and/or
2. to enable us to comply with our obligations under these Terms or at Law.

## If we arrive at the Premises to provide the Services, but are unable to do so due to your failure to comply with this clause 10, you acknowledge and agree that the Services will not be provided.

1. Warranties and Representations

## You represent, warrant and agree:

1. to comply with these Terms and all applicable Laws;
2. that all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
3. to comply with our reasonable requests or requirements;
4. that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services; and
5. that you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for any particular purposes), unless expressly stipulated in these Terms;
6. Intellectual Property

## Unless otherwise indicated, we own or license the content and all intellectual property rights (including any copyright, registered or unregistered designs, illustrations, artwork, patents or trade mark or logo rights and domain names) displayed or used on the Site (Our Intellectual Property).

## We authorise you to access and use the Site solely for your own personal, non-commercial use and to display, print and download the content onto your personal device provided that you do not remove any copyright notice included in Our Intellectual Property.

## You must not use the Site, or any of Our Intellectual Property, for your commercial purposes, including, for example, to advertise your own business or for any other revenue generation activity and you must not use the Site, including the content, in any way that competes with our business.

## Subject to the above, your use of, and access to, the Site and Our Intellectual Property does not grant or transfer to you any rights, title or interest to Our Intellectual Property. Unless otherwise permitted in these Terms, you must not:

1. copy or use, in whole or in part, any of Our Intellectual Property;
2. reproduce, retransmit, distribute, display, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property; or
3. breach any intellectual property rights connected with Our Intellectual Property, including altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website or platform, or creating derivative works from Our Intellectual Property.

## This clause 12 will survive termination or expiry of these Terms.

1. Limitations on and exclusions to our liability

## Neither Party may benefit from the limitations and exclusions set out in this clause 13 in respect of any liability arising from its deliberate default.

## The restrictions on liability in this clause 13 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

## Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

1. death or personal injury caused by negligence;
2. fraud or fraudulent misrepresentation;
3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
4. defective Services under the Consumer Protection Act 1987.

## Subject to clauses 13.1 (no limitation in respect of deliberate default) and 13.2 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:

1. we only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
2. a Party’s liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss;
3. our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates; and
4. if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

## We have given commitments as to the compliance of the Services with these Terms and applicable Laws in clause 6. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

## This clause 13 will survive the termination or expiry of these Terms.

1. Termination

## You may request to cancel your Subscription at any time by notifying us [via email, via ‘cancel my Account’ feature in your Account]. Other than as set out in clause 2.4, you may not cancel your Subscription until the expiry of the minimum period as set out in your Account. Your cancellation will take effect from the end of the Initial Subscription Term, or the next Renewal Term, as applicable.

## These Terms will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:

1. the other Party (**Defaulting Party**) breaches a material provision of these Terms and that breach has not been remedied within 10 business days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
2. the Defaulting Party is unable to pay its debts as they fall due.

## Upon expiry or termination of these Terms:

1. we will immediately cease providing the Services;
2. to the maximum extent permitted by law, you agree that any payments made by you to us are not refundable to you; and
3. you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms; and
4. by us pursuant to clause 14.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination.

## We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of these Terms.

## Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

## This clause 14 will survive the termination or expiry of these Terms.

1. General

## Amendment: We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Site and providing you with 14 days’ notice. The changes will apply to your next Renewal Period If you do not agree to the changes, you may cancel these Terms and your membership via your Account or by contact us using the details at the beginning of these Terms.

## Assignment: You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.

## Contracts (Rights of Third Parties) Act 1999: Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

## Disputes: Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Centre for Effective Dispute Resolution via their website at https://www.cedr.com/. The Centre for Effective Dispute Resolution will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

## Entire agreement: Subject to your Consumer Law Rights, these Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede and extinguish all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

## Force Majeure: Neither Party will be liable for any delay or failure to perform their perspective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

1. as soon as reasonably practical, notifies the other Party in writing of the details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
2. uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may, by notice, terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party’s obligation to pay any amount that is due and payable to the other Party under these Terms.

## Governing law: These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

## Notices: Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

## Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 26.3, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## Third party sites: The Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase Services from a third party website linked on the Site, such third party provides the Services to you, not us.

1. Definitions

**Consumer Law Rights** means any rights you have under the Consumer Rights Act 2015 and/or The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**Force Majeure Event** means any event or circumstance which is beyond a Party’s reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

**Laws** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

**Personnel** means, in respect of us, any of our employees, consultants, suppliers, subcontractors or agents.

**Premises** means the location at which we have agreed to deliver the Services, as set out on the Site at the time of subscribing.

**ATTACHMENT 1 – MODEL CANCELLATION FORM**

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

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/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

© Crown copyright 2013.