



Ding Membership (the “Membership”) Terms and Conditions

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply the services and benefits available under your Membership. These terms (together with our standard terms and conditions of use of our website Ding.co.uk and our Ding app (together the “Terms”) make up the contract between you and us. Please read the Terms carefully. You should also read the terms and conditions of your app store provider.

2. Information about us and how to contact us

- 2.2 Who we are. We are HomeServe Membership Limited, a company registered in England and Wales. Our company registration number is 12523412 and our registered office is at Cable Drive, Walsall WS2 7BN (“Ding”/”us”/”our”/”we” for short in these Terms). HomeServe Membership Limited trades under the names of both HomeServe and Ding. You can contact us by messaging us online or by writing to us at support@ding.co.uk
- 2.3 How we may contact you. If we need to contact you we will get in touch by using the email and/or mobile phone number which you provide as part of your Membership.

3. The Services and Benefits

- 3.1 Your Ding Membership is a subscription service which gives members the opportunity to book a range of home repairs and services offered by Ding engineers (“Job”/”Jobs”). Ding engineers are engineers employed by or contracted to Homeserve Membership Limited.
- 3.2 Your Ding Membership is available for use for over 18-year-olds at the one residential property only with the address and postcode you gave us when you took out your Membership (the “Property”). You may not assign your Ding Membership or any benefits of the Membership to any other person. If you move house, please notify us by messaging us online. The Property must not be a mobile home.
- 3.3 If you are a tenant, you must ensure that you have your landlord’s consent to take out this Membership and their permission to allow our engineers to enter the Property to complete the Job. You will be responsible for ensuring that you have your landlord’s consent and, subject to clause 11 below, we accept no liability for any loss or damage caused by your failure to obtain such consent.

4. Membership and Payment

- 4.1 Your Ding Membership is a subscription contract payable monthly or annually depending on which option you have chosen.
- 4.2 Your Membership is payable by debit or credit card and your first payment will be taken during the process of signing up to your Membership.

- 4.3 If you have signed up to an annual payment Membership, we will contact you 28 days before the renewal of your Membership to remind you that your Membership is due for renewal.
- 4.4 To the extent permitted by law we reserve the right to accept or refuse any Membership.
- 4.5 We reserve the right to promote special offers and/or discounts at any time for new subscribers to the Ding Membership.

5. Prices

- 5.1 To provide you with a price, you need to answer a number of questions to enable us to book the appropriate Job for you. Based on your information we will book an appointment for a Job with a fixed price OR for a fixed time period with an engineer.
- 5.2 We will charge you pay for your chosen appointment in advance via credit or debit card.
- 5.3 Included in your Job price will be a minimum call out fee which is non-refundable. This may vary by the type of Job you have selected.
- 5.4 You must ensure that the information you provide to us is accurate (please see more information in “The Job” section below).
- 5.5 We reserve the right to make changes to our Job prices and Membership Fee from time to time. In respect of the Membership Fee, we will give you at least 28 days’ notice of any increase.

6. Job

- 6.1 When will we do the work?
 - (a) We will start the Job on the time and date agreed with you when you booked the appointment. If you request to cancel your Job on the same day as the appointment date then you will still be charged the non-refundable call out fee.
 - (b) There may be circumstances outside of our control that prevent us from starting the Job at the agreed time or keeping to the estimated timescale. If this happens, we will attempt to contact you as soon as possible to let you know and rearrange the appointment.
- 6.2 The parts we use:
 - (a) Where we replace parts, these will be Ding approved standard alternatives. We will try and get parts from the original manufacturer or our approved suppliers. The parts we use will provide similar functionality but not necessarily be identical, the same make and model or the same type of fitting.
 - (b) Our engineer may be able to fit alternative parts supplied by you, however these parts will not be guaranteed by us. You must ensure that you have these in your possession in advance of your appointment and they must comply with British Standards and regulations. Our engineer will not fit parts supplied by you where the Job relates to the gas supply or the central heating system.
- 6.3 Preparation for our arrival and circumstances where the Job cannot be completed
 - (a) Please make sure that our engineers have clear access to where the Job is required at the Property (e.g. any drains and manhole covers, and a supply of mains electricity and water).
 - (b) If we cannot get access (e.g. scaffolding required), we won’t be able to start or complete the Job and you will still be charged the non-refundable call out fee. You may be responsible for any extra costs to us for any additional work as a result.

- (c) If the engineer identifies any potential health and safety risk e.g. hazardous chemicals, asbestos or pest infestations, we won't be able to start the Job and we do not provide remedial solutions. You will be responsible for providing a remediation solution independently.
- (d) If the Job is not possible because it is different to that described when booking (or parts and materials are not available) we will not be able to carry out the Job and you will need to request a new quotation (See clause 6.5 below).
- (e) In all circumstances listed above (a) to (d) you will still be responsible for the non-refundable call out fee.

6.4 The Job

- (a) We will do our best to carry out the Job without causing unnecessary damage to your Property, but you accept that the Job (including removing or dismantling any existing fixtures and fittings) may cause damage. We will not replace or restore the original surface or construction. Subject to Clause 11 below, any redecoration or repair of damage that may be needed following the Job is your responsibility.
- (b) For gas boilers, your boiler must be natural gas and have a power input of less than 70kW. We may not be able to repair specific makes and models of natural gas boilers if parts are unavailable for the specific boiler you have or the boiler is beyond economical repair.

6.5 Where additional work is required:

- (a) When our engineer arrives at your Property, upon initial assessment they may find out that more work is required than your fixed cost price or the fixed appointment time. The engineer will discuss the options you have in these circumstances. We will agree to any additional costs with you and provide you with an updated or additional quote before starting any work. Payment will be required in advance of the Job starting.
- (b) If our engineer is unable to complete the Job in the same visit, a follow up appointment will need to be booked. This may be on a different day, depending on parts and diary availability.
- (c) Any further quote for a Job will be valid for 28 days within the period of your Membership.

7. Guarantee

- (a) We guarantee materials or parts which we provided and our workmanship for a period of 12 months from the date the Job was carried out.
- (b) Any additional work carried out, or additional materials provided by us, but only until the date that is 12 months from the original appointment. This does not affect your rights under Consumer Protection laws.
- (c) Please note, however, that our guarantee is subject to the following:
 - Where the work involves a blocked drain, a boiler service or the flushing of a central heating system, the 12-month labour and parts guarantee is not applicable. So, if you have any further blockages or problems with your boiler, system flushing or pest infestations you'll need to pay for a new job and appointment.
 - We will not remedy any problems with materials or parts supplied by us where they have been purposely or accidentally damaged. Nor will we remedy any problems where it relates to materials or parts you have provided.

8. Rights to Cancel

- 8.1 14 day cooling off period. You have a legal right to cancel your Membership within 14 days of joining and receive a full refund of any payment made providing that you have not booked a Job (even if subsequently cancelled) or had a Job carried out by one of our engineers.
- 8.2 After the 14 day cooling off period. You may cancel your Membership at any other time. As long as you give us at least 7 days' notice before your next Membership payment date, we will not take any further Membership fee. However, if there is any outstanding payment for a Job that has been carried out, we will take the payment for the Job.
- 8.3 We may cancel your Membership in the following circumstances:
- (a) You do not make a payment to us when it is due and you still do not make a payment within 7 days of any such failed payment after receiving a reminder from us.
 - (b) If we reasonably consider that your use of the Membership materially breaches these Terms or any applicable law or you fraudulently use or misuse the Membership.
 - (c) By giving you 30 days' notice for convenience at any time – in which case we will issue a prorated refund of your paid Ding Membership based on the remaining time in your current Membership period; or
 - (d) If you use abusive or threatening behaviour to Ding employees, agents or contractors.

9. Our Right to Make Changes

- 9.1 We may change these Terms or any part of it from time to time for legal or regulatory reasons; to enhance existing features, reflect advances in technology or for other such reasons. If we make any such changes we will inform you and remind you of your rights.

10. How to Complain

- 10.1 We aim to provide the highest standard of service from our engineers but we recognise that from time to time things may go wrong. If you have a complaint, please contact us by messaging us online or emailing us at support@ding.co.uk and we will investigate the matter as soon as possible.

11. Our Liability

- 11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 11.2 Nothing in these Terms affect your statutory rights as a consumer. In particular, we do not exclude or limit death or personal injury caused by Our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation;

12. How we may use your personal information

- 12.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy <https://www.HomeServe.co.uk/About/Privacy.aspx>.

13. Events outside of our Reasonable Control

- 13.1 We will not be responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is not foreseeable and beyond our reasonable control. An Event Beyond Our Reasonable Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

14. Other Important Terms

- 14.1 We may transfer our rights and obligations under these terms to another organisation and we will notify you in writing if this happens, but this will not affect your rights and obligations under these Terms.
- 14.2 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.
- 14.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.4 These terms are governed by English law and you and we both agree to submit to the non-exclusive jurisdiction of the English courts.