



TOTALcare
specialists in service

Digital Home Club

Terms and Conditions

IMPORTANT - THESE CONDITIONS ("the conditions") APPLY TO YOUR DIGITAL HOME CLUB SUPPORT PACKAGE. PLEASE TAKE THE TIME TO READ THIS DOCUMENT CAREFULLY.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS. FOR CONSUMER ADVICE PLEASE CONTACT YOUR LOCAL TRADING STANDARDS DEPARTMENT OR CITIZENS' ADVICE BUREAU. A COPY OF THESE TERMS AND CONDITIONS IN LARGER PRINT IS AVAILABLE UPON REQUEST.

1. Meanings

Certain words used in these conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below. Others appear in the text of these conditions:

"Agreement" means these conditions and all documents referred to herein.

"You" and "your" means the purchaser of the support package who is a consumer and not a business;

"Us/We/Our" means Digital Home Club which is a trading name of Total Care and Support Limited a company incorporated in England and Wales under company no 04454150 and whose registered office is at Time Technology Park, Simonstone, Burnley, BB12 7TW ("DHC");

"Accessories" means any external item used in conjunction with a Digital Product including but not limited to headphones, interactive or viewing cards, SIM cards, storage media (including memory cards, flash cards or other similar device used for storing data or information whether used in conjunction with a Digital Product or otherwise), remote controllers, mice, mains chargers, power cables, connection leads (e.g. scart leads or USB cables), memory cards, discs or other storage media or any external devices used in conjunction with a Digital Product;

"Data" means any and all data and/or information that may be stored on your Digital Product including but not limited to photographs, music, sounds, images, graphics, video, messages, programs, files, documents and telephone numbers;

"Digital Product" means the digital product registered with us in accordance with these Conditions;

"Support Services" means the goods and/or services we shall provide to you as part of your Support Package;

"Support Package" means our Digital Home Club Support Package;

"Warranty" means the parts and labour warranty set out in Condition 4 below;

"Order" means your order for a support package, whether placed verbally over the telephone or by completion and submission of an online order form;

"Price" means the monthly price paid by direct debit by you to us for the support services supplied under this agreement;

"Consumables" means any item within your Digital Product that by its very nature requires replacement from time to time including, but not limited to batteries, fuses, plugs, seals, mice, remote controllers, knobs, buttons, printer heads, ink cartridges and light bulbs or such other similar items;

"Software" means applications and that were pre-loaded onto your Digital Product by the manufacturer;

"Services Software" means applications and computer programs provided or made available to you as part of the support services including the Anti-virus/Internet Security Suite software;

"Registration Form" means a form for registering your Digital Product with DHC;

"Content" means any data, photographs, music, sounds, images, graphics, video, messages, programs or their materials which: infringe or may infringe any third-party intellectual property rights or other proprietary or publicity/privacy rights; violates or may violate any law or regulation; are or may be defamatory, obscene, offensive, and in particular contains references or links to child pornography or material that is potentially harmful to minors; or knowingly contains any mail bombs, viruses, Trojan horses, worms, time bombs, cancel bots or software that damages, interferes with or expropriates any system, data or personal information; and

"Website" means www.totalcaresupport.com.

2. Conditions and Contract Formation

2.1 These conditions apply to all goods and/or services supplied to you as well as all statements made by us in brochures and/or any promotional material and sales literature.

2.2 Completing and/or submitting an Order to DHC (whether verbally over the telephone or online) will be treated as an offer by you to purchase the Support Package. Upon receipt of your Order DHC will verify your order and will send written confirmation that your order has been accepted.

2.3 The contract between you and DHC is formed on these conditions and becomes legally binding when you receive our written confirmation that your order has been accepted.

2.4 DHC may decline your order for whatever reason. If we do you

will be notified as soon as possible.

3. Digital Product Registration

3.1 You may register up to five (5) Digital Products at any one time.

3.2 To register a Digital Product with DHC must fully complete and submit a Registration Form.

3.3 Registration Forms are available upon request from DHC or can be completed online on our Website. You must fully complete the Registration Form providing the make, model and serial number for each product you wish to register.

3.4 You can only register a product that is less than five (5) years old at the date of registration.

3.5 You can only register one (1) computer and (1) laptop. Additional computers and laptops can be covered under your Support Package for an additional monthly charge.

3.6 When completing and submitting a Registration Form(s) you will be treated as confirming to DHC that the Digital Product(s) being registered are:

3.6.1 Owned by you;

3.6.2 Less than five (5) years old; and

3.6.3 In good working order and free from faults or defects

3.7 DHC reserves the right to refuse to register your Digital Product. In the event that we do so you will be notified in writing.

4. The Services

4.1 DHC shall provide the following support services in respect of Digital Product registered in accordance with these conditions:

"Hotline Hardware Technical Support" - unlimited Hardware technical telephone assistance during normal working hours of 9am to 8pm Monday to Friday (excluding Christmas Day).

"Hotline Software Technical Support" - unlimited technical assistance (excluding tuition) during normal working hours of 9am to 8pm Monday to Friday (excluding Christmas Day) in relation to the operating system of your Digital Product or any software that was pre-loaded onto your Digital Product at the date of purchase of the product

"Labour Free Upgrades" - the installation and configuration of any hardware upgrades to your Digital Product that are purchased from us;

"Anti-virus/Internet Security Suite" - anti-virus and Internet security software (for desktop and laptop computers only) together with periodic updates for the duration of this Agreement;

"Remote Onsite Support" - (desktop and laptop computers only) remote support and diagnostics performed by our technical advisors by dialling in and taking control of your system remotely over the Internet;

"Carriage Costs" - all charges associated with the collection and/or return of your Digital Product for inspection, diagnostics and (as appropriate) repair as well in relation to Labour Free Upgrades;

We anticipate that most problems will be capable of diagnosis over the 'phone by our technical staff. If necessary we will arrange for the collection of your Digital Product (or the faulty component) for examination. We will arrange for any repair or replacement covered by the warranty to be undertaken within a reasonable time and for your Digital Product (or a replacement) to be returned to you.

4.2 We will only supply support services in respect of Digital Products.

4.3 We will only provide the labour free upgrades in respect of hardware components purchased from us. Labour free upgrades will only be undertaken at our service centre.

4.4 Our obligation to provide support services is dependant upon you complying with your obligations under these conditions.

4.5 We will perform or procure the performance of the support services with reasonable skill and care within a reasonable time. Any goods supplied, as part of the support services will be of satisfactory quality and reasonable fit for their normal purpose. Your statutory rights as a consumer are unaffected.

4.6 We shall not be in breach of our obligations under these conditions if we are prevented providing support services by reason of your failure to maintain a telephone line, by any hardware installed on or connected to your Digital Product, or by any third party software.

4.7 Unless we provide you with at least 30 days notice to the contrary via email, all telephone calls to the Hotlines (Hardware and Software) will be charged at national call rates. Calls may be

monitored and/or recorded for quality and/or training purposes.

4.8 We reserve the right to change the hours during which we provide telephone assistance via the Hotlines but will not materially alter hours during which such support is available. Any changes will be notified via email, post or through posts on our website.

4.9 In exceptional circumstances, including but not limited to exceptional staff absences, system breakdown or interruption, the support services may be temporarily unavailable.

4.10 We may sub-contract the provision of the services and in the event that we do it will not affect our obligations to you under these conditions.

4.11 In the event that your Digital Product requires a repair not covered by the warranty we will at our discretion and at your cost repair or procure the repair of your Digital Product (where possible and subject to prevailing work loads the availability of spare parts). Any such repairs will be charged at our then prevailing rates which will be advised to you prior commencing any work.

5. Warranty and Warranty Exclusions

Subject to the exclusions and limitations set out in conditions 4.2, 4.3 and 4.4 below, DHC warrants that your Digital Product will be free from defects in materials and workmanship throughout the term of this agreement. Any replacement products or spare or replacement parts that are supplied to you under the terms of this warranty are warranted to be free from defects for the remainder of the term of this agreement.

5.1 In the event that we receive notice of any fault or defect covered by this Warranty during the currency of this Agreement, we will (at our option) repair or replace your Digital Product within a reasonable time, unless we are prevented from doing so by matters that are outside of our control e.g. the availability of replacement products or spare parts. What constitutes a reasonable time will depend upon the circumstances and nature of the fault or defect. In the event that repair of the defective or faulty component is not practical or economic DHC will replace the Digital Product or the defective component. The replacement will be of equal or higher specification and will be new or equivalent to new in accordance with prevailing standards and practices within the industry. DHC reserves the right to supply replacement products and/or components manufactured by a manufacturer of its choosing and shall be under no obligation to supply a replacement product or component manufactured by the manufacturer of the defective product or component.

5.2 Please note that the warranty at condition 5.1 does not cover:

5.2.1 Digital Products not registered with DHC in accordance with these conditions;

5.2.2 Any fault or defect that arises within the first thirty (30) days from the date on which the Digital Product is registered with DHC in accordance with these conditions.

5.2.3 Accessories, software or consumables; ;

5.2.4 Any damage and/or problems caused by incorrect or improper installation or misuse;

5.2.5 Any damage caused by any failure by you to follow instructions contained in the user manual supplied by the product's manufacturer in respect of the storage, operating environment, installation, maintenance, operation and/or use of the Digital Product;

5.2.6 Any Digital Product that has been modified altered or tampered with or repaired by anyone other than the original manufacturer or its authorised repairers or DHC;

5.2.7 Any perceived or actual reduction in operating performance or any component (including but not limited to batteries);

5.2.8 Any Digital Product purchased outside of the United Kingdom;

5.2.9 Gradually developing defects, cracks, flaws or fractures;

5.2.10 Any Digital Product whose serial number has been defaced or altered;

5.2.11 Any fault or defect that is the subject of a manufacturer's product recall. These faults or defects are normally remedied by the manufacturer without charge;

5.2.12 Any damage, fault or defect caused by the use of the Digital Product with any accessory device or equipment not approved by the manufacturer;

5.2.13 Re-alignment of or connections to satellite dishes, aerials or cables;

5.2.14 Problems and/or damage caused by viruses, worms or such other malicious programs or software;

- 5.2.15 Cleaning of video or audio heads;
- 5.2.16 Tuition or training or step-by-step guidance on how to use your Digital Product or any software;
- 5.2.17 Accidental damage, deliberate damage, damage caused by a negligent act or omission, loss, fire or theft;
- 5.2.18 Any damage in transit caused by or attributable to your failure to comply with condition 6.2;
- 5.2.19 Any damage caused whilst the Digital Product is not being used for private and domestic purposes;
- 5.2.20 Any damage arising from any defective electricity supply, electrical interference or lightning, electro-magnetic fields or impairment of the Digital Product's operation or performance resulting from local geographic obstacles causing interference or weakness in a signal received by the Digital Product;
- 5.2.21 Any cosmetic damage which does not materially affect the operation of the Digital Product including but not limited to scratching or chipping or cracking of external surfaces; and
- 5.2.22 Fair wear and tear gradual deterioration corrosion or rust
- 5.3 DHC'S LIABILITY FOR REPAIRING ANY DIGITAL PRODUCT SHALL NOT EXCEED THE FINANCIAL LIMITS SET OUT BELOW. IN THE EVENT THAT THE COST OF REPAIRING OR REPLACING A DIGITAL PRODUCT UNDER THE TERMS OF THE ABOVE WARRANTY EXCEEDS THE SPECIFIED LIMIT DHC SHALL OFFER A REPLACEMENT PRODUCT TO THE VALUE OF THE APPLICABLE LIMIT OR PAY TO YOU AN AMOUNT EQUAL TO THE APPLICABLE LIMIT IN FULL AND FINAL SETTLEMENT OF ITS OBLIGATIONS AND LIABILITIES UNDER THE WARRANTY.**

DHC PRODUCT GROUP CLAIM LIMITS

Product Claim Limit	
PLASMA/LCD	£1,500
PC	£1,000
NOTEBOOK	£1,000
ADSL MODEM	£180
WIRELESS ROUTER	£180
PRINTER	£250
TELEPHONE	£150
FAX	£150
FREEVIEW/PVR	£250
DVD PLAYER	£300
VCR	£100
GAMING CONSOLE	£350
SKY BOX	£300
PROTABLE DVD PLAYER	£300
MP3 PLAYER	£250
PDA	£450
MOBILE PHONE	£300
DIGITAL CAMERA	£350
DAB RADIO	£200
SAT NAV	£500

5.4 You must comply with our reasonable requests and provide us with all necessary information, cooperation, facilities and access to enable us to perform our duties under this warranty and give us all reasonable opportunity to resolve any defect in the way that we deem most appropriate and cost efficient. Should you fail to do so Total Care shall not be obliged to perform any or its obligations under this warranty and your warranty may be cancelled.

6. Price and payment

6.1 All prices quoted are inclusive of VAT and are payable monthly or annually in advance by direct debit throughout the term of this Agreement.

6.2 We reserve the right to use a third party collection agent for the purpose of collecting your direct debit payments.

7. Collections and Returns

If your Digital Product is diagnosed as having a fault covered by the warranty (or it needs to be inspected by one of DHC's engineers as part of the diagnostic process):

7.1 RMA Number

You will be issued with a unique "RMA" number, which will be used to track the collection and return of your Digital Product as well as the inspection and repair process. The "RMA" number must be clearly stated on the outside of the packaging of the Digital Product before collection by our courier.

7.2 Packaging

Prior to collection your Digital Product should be suitably packaged (using both internal and external packaging) so as to avoid damage during transit. Ideally your Digital Product should be returned in its original packaging. DHC shall not be liable for any damage to your Digital Product during transit caused by inadequate packaging. If you require advice on appropriate packaging please call us.

7.3 Loss of Data

There is a risk that data stored on your Digital Product will be lost during the diagnostic/repair process. We strongly advise that all data and files stored on your Digital Product are routinely backed up. DHC shall not be liable for any loss or corruption of data stored on your Digital Product that may occur.

8. Your Obligations

8.1 You will comply with all reasonable instructions and requests and co-operate fully with our staff to enable the support services to be provided as efficiently and as cost-effectively as possible.

8.2 You will carry out routine day-to-day maintenance as may be recommended in the instructions provided with your Digital Product.

8.3 You will promptly advise Total Care of any change of address or

a change in your contact details.

8.4 You shall be responsible for obtaining and maintaining any licence and/or consents required for the operation of any software installed on your Digital Product.

8.5 You will comply with the terms of any licence agreements governing the use of the Anti-virus/Internet Security Suite.

8.6 In the event that your Digital Product needs to be collected for inspection you will comply with condition 7 above.

8.7 Any content on your Digital Product is your sole responsibility and under no circumstances whatsoever will we be liable in any way for any such content. You acknowledge that we may take action with respect of any content (including steps to preserve it, monitor and disclose to third parties) if required by law or in good faith we believe such preservation, monitoring or disclosure is reasonably necessary.

8.8 You will operate your Digital Product in accordance with the user manual supplied by the manufacturer.

8.9 It is your sole responsibility to ensure that you have an operating a system that can support the Anti-virus/Internet Security Suite.

9. Privacy and Data Protection

9.1 The information provided by you in connection with this agreement and gathered from your use of the support services will be used to allow personalised access to the support services and to determine the demographics and statistics of our users, the objective being to provide a better and more targeted service. We will use this information for our own internal business purposes only and will not distribute or share it with any other person (save any other party that is involved in the provision of the services including, but not limited, to call centre operations which may be located outside the United Kingdom). A third party may be used to collate and process the information, but this will be strictly in accordance with applicable data protection legislation. Compiled statistics information may be shared with third parties, but this information will not identify individuals.

9.2 By entering into this agreement, you agree from time to time to receive e-mail or other communications advertising new services, audiovisual and computer products and special offers from our associated companies or us. You will be given the opportunity to "opt out" if you do not wish to receive such communications.

10. Term and Termination - your rights to cancel or terminate this Agreement

10.1 Subject to the termination and cancellation rights set out below, this Agreement will be for a minimum period of twelve (12) months from the date your Order is accepted by us in writing ("the Minimum Term"). Thereafter this Agreement shall automatically continue for successive period of 12 months unless terminated by you in accordance with condition 10.3 we will notify you in writing prior to each and every renewal to advise you of your right to cancel this Agreement.

10.2 You may cancel this agreement without reason or penalty at anytime within the first 30 days from receipt of written acceptance of your Order, which will be accompanied by a copy of these conditions.

10.3 You may cancel this Agreement upon 30 days notice to expire at the end of the Minimum Term or on any subsequent anniversaries of the date on which the Minimum Term expires.

10.4 You may terminate this agreement if we are in breach of this agreement and we have failed to remedy the breach within 30 days of being advised thereof.

10.5 We may terminate this agreement at any time upon 30 days prior written notice.

11. Consequences of Cancellation/Termination

11.1 On cancellation or early termination of this agreement, other than by reason of our breach, our obligation to provide any further support services, including the warranty at condition 4, will immediately cease.

11.2 Your licence to use the Anti-virus/Internet Security Suite will expire and entitlement to receive updates in relation to the Anti-virus/Internet Security Suite shall immediately cease.

12. Suspension of Services

Without affecting our right to terminate this agreement pursuant to condition 10 above, if you are in breach of any of the terms of this agreement (including but not limited to you being more than a month behind with your monthly payments) we may elect to suspend the provision of the support services until you have remedied your breach (if capable of remedy). We will give you notice if we do this. In the event we suspend the provision of the support services your obligation to pay the charges will continue.

13. Limitation of Liability

13.1 Nothing in this agreement shall operate so as to exclude our liability for death or personal injury caused by negligence or for any other matter for which liability may not be excluded by law.

13.2 We accept no liability for any failures in the capacity and performance of the services software supplied except where caused by our negligence.

13.3 We do not accept liability for any loss of or damage to any data stored on your Digital Product during the diagnostic/repair process howsoever caused

13.4 We will not be liable to you for any loss or damage caused in circumstances where:

13.4.1 we do not owe you a legal duty of care;

13.4.2 such loss or damage is not a reasonably foreseeable result of such breach;

13.4.3 any increase in loss or damage resulting from your breach of any term of this Agreement.

13.5 Subject to the limitations in conditions 12.7 and 12.8 below, we will be liable to you for any loss or damage you suffer as a result of

our breach of these conditions and/or our negligence but only for losses which are a reasonably foreseeable consequence of our breach of these conditions and/or negligence. Losses are foreseeable where you and we could contemplate them when we entered into this agreement. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profit or loss of opportunity).

13.6 Our liability shall not in any event include losses related to any business of yours or business use of your Digital Product such as lost data, lost profits or business interruption.

13.7 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation (see above) and damage to property (see below) our liability in respect of direct loss suffered by you shall be limited to the value of your Digital Product to which your claim relates or the applicable limit set out in condition 5.3, whichever is the lower, in respect of any one event or series of related events.

13.8 We will be liable to you for any direct physical damage to your property to the extent that is results from our negligence up to a maximum amount of £250,000 in respect of one or a series of related events and up to £500,000 in respect of any series of unrelated events which take place within a single calendar year.

14. Software and Software Licence Agreement

The use of the Anti-virus/Internet Security Suite will be subject the terms of a third-party licence agreement.

15. Option to Change Support Package and Extending your Support Package

15.1 You can upgrade or downgrade your support package at any time after the end of the first year of this Agreement. If you upgrade or downgrade you will only be entitled to receive the support services applicable to the upgraded or downgraded support package.

15.2 You may extend your support package beyond the three-year term simply by continuing to make your monthly payments.

16. Relaxing the Terms of this Agreement

No waiver, relaxation or indulgence that we may extend to you shall affect our rights under this agreement. Any waiver, relaxation or indulgence must be in writing and specify the right waived. Our rights and remedies under this agreement are cumulative and in addition to any rights and remedies conferred by law.

17. Notices

All notices which you are required to be give (including notices of cancellation or termination) shall be in writing by Email or letter (unless provided otherwise) and sent to us at the address set out above or such other address as we may advise you from time to time.

18. Severability

If any part of these conditions proves to be illegal or unenforceable the other provisions of these conditions and the remainder of the provision(s) in question shall "survive" and remain in full force and effect.

19. Assignment

You agree that by giving you written notice we can assign this agreement (both the benefit and the burden) either in whole or in part to a third party.

20. Survival of Terms

All terms which are expressly or by implication intended to survive termination of this agreement, shall survive beyond the termination of this agreement.

21. TradeMarks

All trademarks are acknowledged.

22. Business Use

The support services are designed for domestic/consumer use, and are not designed for business purposes. If you use the services for business purposes you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law. If you are a business user, we will not be liable to you for and hereby exclude all liability for consequential and indirect losses and any loss of profit, business opportunity, goodwill, reputation, revenue or anticipated savings, wasted expenditure or loss or corruption of data suffered by you in connection with the services, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into this Agreement.

23. Law

This agreement is governed by and shall be construed in accordance with English Law. We will try to resolve any disagreements or complaints quickly and efficiently. In the case of a dispute that we are unable to resolve the Courts of the United Kingdom shall have exclusive jurisdiction.

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