

WE'REHERE

Heating & Cooling Specialists

Winter Warmer Club — Core Membership Terms V5

Effective: 1 January 2027

WE'REHERE Ltd | Company No. 09107868

5 Barons Court, Graceways, Whitehills Business Park, Blackpool, FY4 5GP

WINTER WARMER CLUB — CORE MEMBERSHIP TERMS

These terms govern your membership of the Winter Warmer Club operated by WE'REHERE Ltd (company number 09107868), registered at 5 Barons Court, Graceways, Whitehills Business Park, Blackpool, FY4 5GP.

These terms apply to all new memberships from 1 January 2027 and to all existing memberships of Blackpool Boiler Installations Ltd or the Winter Warmer Club from the start of their first renewal term on or after 1 January 2027. Existing members continue under their previous terms until that renewal date, at which point these terms automatically take effect. WE'REHERE Ltd is the same legal entity as Blackpool Boiler Installations Ltd, operating under its new registered name.

1. DEFINITIONS

- 1.1 "We", "Us", "Our" means WE'REHERE Ltd.
- 1.2 "You", "Your" means the person named on the Membership Summary.
- 1.3 "Membership" means the Winter Warmer Club membership plan You have chosen, as set out in Your Membership Summary.
- 1.4 "Membership Summary" means the document signed by You at the time of joining, setting out Your chosen plan, covered equipment, agreed price and cover start date. The Membership Summary forms part of these terms and takes precedence over them in the event of a conflict.
- 1.5 "Cover Start Date" means the date stated on Your Membership Summary from which Your cover begins.
- 1.6 "Membership Year" means each successive 12-month period starting on Your Cover Start Date or renewal date.
- 1.7 "Plan" means the tier of Membership You have chosen: HERE, HERE FIRST, or HERE ALWAYS.
- 1.8 "Covered Equipment" means the heating, cooling or renewable equipment listed on Your Membership Summary.
- 1.9 "Scheduled Service" means the annual boiler and central heating service included in Your Plan, as described in Schedule A.
- 1.10 "Diagnostic Visit" means an attendance by one of Our engineers to assess a reported fault or concern. A Diagnostic Visit is not a repair and is charged separately unless Your Plan includes free diagnostics.
- 1.11 "Repair" means work carried out to fix a confirmed fault, including any return visits required to complete that repair using parts. A Repair is counted as one Repair job regardless of how many attendances are needed to resolve it.
- 1.12 "Fault" means a single identifiable failure or defect in Your Covered Equipment, reported to Us on one occasion. A new unrelated fault reported after a previous fault is fully resolved counts as a separate Fault.
- 1.13 "Vulnerable Customer" means a member who is aged 70 or over, has a medical condition or disability affecting their need for heating, has a child under the age of 2 in the household, or who self-declares as vulnerable at any time.
- 1.14 "Business Hours" means Monday to Friday, 8:30am to 5:00pm, excluding public holidays in England.
- 1.15 "Out-of-Hours" means Monday to Friday, 5:00pm to 9:00pm, and Saturday and Sunday, 8:30am to 9:00pm.
- 1.16 "Grade A Fault" means a fault rendering the property without any heating or hot water, or presenting an immediate safety risk.
- 1.17 "Grade B Fault" means a fault causing significant loss of heating or hot water but not a complete loss.
- 1.18 "Grade C Fault" means a fault causing partial or minor loss of function, a noise, or a performance issue.

2. MEMBERSHIP PLANS

2.1 HERE — Service Plan

- 2.1.1 Annual Scheduled Service included (see Schedule A).
- 2.1.2 Up to 3 Diagnostic Visits per Membership Year at 50% discount off Our standard diagnostic rate. Beyond 3 visits, Diagnostic Visits are charged at Our standard full rate.
- 2.1.3 Repairs are not included. Where a Diagnostic Visit identifies a repair, We will provide a fixed quotation. HERE FIRST and HERE ALWAYS members receive repair cover as described below.
- 2.1.4 No minimum term. Membership rolls on a monthly or annual basis until cancelled in accordance with Section 14.

2.2 HERE FIRST — Service and Repair Plan

- 2.2.1 All benefits of HERE.
- 2.2.2 Up to 3 Diagnostic Visits per Membership Year at no charge. Beyond 3, Diagnostic Visits are charged at Our standard full rate.
- 2.2.3 Up to 3 Repairs per Membership Year included (parts and labour). See Section 9 for the introductory repair cap and exclusions.
- 2.2.4 £300 discount on a qualifying boiler replacement carried out by Us (see Section 9.8).
- 2.2.5 48-hour response target for Grade A Faults during Business Hours and Out-of-Hours (see Section 10).
- 2.2.6 12-month minimum term from Cover Start Date or upgrade date.

2.3 HERE ALWAYS — Premium Service, Repair and Cover Plan

- 2.3.1 All benefits of HERE FIRST.
- 2.3.2 Up to 5 Diagnostic Visits per Membership Year at no charge. Beyond 5, Diagnostic Visits are charged at Our standard full rate.
- 2.3.3 Up to 5 Repairs per Membership Year included (parts and labour).
- 2.3.4 Basic plumbing cover (see Schedule A, section A4).
- 2.3.5 Internal drains cover (see Schedule A, section A5).
- 2.3.6 Home electrics cover (see Schedule A, section A6).
- 2.3.7 WhatsApp priority support via Our dedicated members' line.
- 2.3.8 12-month minimum term from Cover Start Date or upgrade date.

3. PLAN COMPARISON

Benefit	HERE	HERE FIRST	HERE ALWAYS
Annual Scheduled Service	✓	✓	✓
Diagnostic Visits per year	3 at 50% off	3 free	5 free
Repairs per year (parts & labour)	—	Up to 3	Up to 5
£250 introductory repair cap (first 3 months)	—	✓	✓
£300 boiler replacement discount	—	✓	✓
Basic plumbing cover	—	—	✓
Internal drains cover	—	—	✓
Home electrics cover	—	—	✓
WhatsApp priority support	—	—	✓

Benefit	HERE	HERE FIRST	HERE ALWAYS
Out-of-hours attendance (Grade A)	—	✓	✓
48-hour Grade A response target	—	✓	✓
Minimum term	None	12 months	12 months

4. WHAT IS NOT COVERED

The following are excluded from all Plans unless expressly stated otherwise:

- Power flushing. We recommend power flushing every 5 years based on system condition. This is not included in any Plan and is chargeable separately.
- Pre-existing faults or damage known to You at the time of joining.
- Faults caused by misuse, neglect, unauthorised modification, or third-party work not carried out by Us.
- Cosmetic damage, redecoration, or making good after any repair work.
- Systems or equipment not listed on Your Membership Summary.
- Work required as a result of design faults, manufacturer defects, or recalls.
- Any equipment that has not been installed to the relevant Gas Safe, MCS, or manufacturer standards applicable at the time of installation, or which presents an immediate safety hazard that cannot be made safe.
- Gas supply pipework from the meter to the property boundary.
- Routine consumables (filters, inhibitor top-ups, batteries) unless included in a Scheduled Service.
- Anything excluded in the applicable Schedule for Your Covered Equipment.

5. JOINING AND COOLING-OFF RIGHTS

- 5.1** Your Membership begins on the Cover Start Date stated in Your Membership Summary.
- 5.2** If You signed up by phone, email, online, or any method other than in person at Our premises, You have a statutory right to cancel this contract within 14 days of the date You enter into the contract without giving any reason and without any charge, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This is Your statutory cooling-off period.
- 5.3** As an additional contractual benefit, We extend the cancellation window so that it ends no earlier than 14 days after You receive Your Membership Summary, whichever is later. This extended period is Our own commitment and is not a statutory requirement.
- 5.4** To exercise either right, contact Us before the relevant period expires using any of the following: email hello@wearehereteam.co.uk; telephone 0333 223 8998; post to 5 Barons Court, Graceways, Whitehills Business Park, Blackpool, FY4 5GP; or use the Model Cancellation Form at the end of these terms.
- 5.5** If You request that Your Scheduled Service begins during the cooling-off period, You expressly consent to Us starting the service before the period ends. If You then cancel during the cooling-off period, We may charge You a proportionate amount for the Scheduled Service actually carried out (£109 plus VAT at the standard rate) against any refund due. This charge applies only to the service delivered; it does not affect Your right to cancel the remaining membership.

6. PAYMENT AND PRICE CHANGES

- 6.1** Your agreed price is set out in Your Membership Summary. Prices are stated inclusive of VAT at the applicable rate.
- 6.2** Payment is by monthly Direct Debit, annual Direct Debit, monthly card payment, or annual card payment, as chosen by You and stated in Your Membership Summary.
- 6.3** We do not apply a surcharge for payment by debit or credit card.

- 6.4** We review prices annually at renewal. Any price change takes effect at the start of Your next Membership Year and will be notified to You in accordance with Section 17. No price changes are applied mid-term.
- 6.5** Price changes at renewal are subject to two separate components:
- Usage-based component: the maximum increase applied at renewal is determined by the number of Repairs used in the preceding Membership Year, as set out in the Renewal Price Table in Section 16. The 30% cap in Section 16.4 applies to this component only.
 - General business component: We may additionally apply an increase reflecting Our general operating costs, inflation, regulatory changes, or market conditions. This component is applied separately from and independently of the usage-based component and is not subject to the 30% cap.
- 6.6** A price freeze (0% usage-based increase) prevents any usage-based increase at that renewal. It does not prevent a general business increase where We determine one is necessary.
- 6.7** If You pay annually and We increase the price at renewal, the new price applies from Your next annual payment date. No mid-term price increase is applied to annual payers.

7. PAYMENT FAILURE AND SUSPENSION

- 7.1** If a Direct Debit or card payment fails, We will contact You on or around Day 1 to notify You of the missed payment and request resolution.
- 7.2** Between Days 1 and 7, We will make reasonable attempts to contact You by telephone, email, and letter. Your cover continues during this period.
- 7.3** On Day 7, if the payment remains outstanding, We will write to You notifying You of Our intention to collect the outstanding amount on Day 10 and confirming the sum to be collected.
- 7.4** On Day 10, if the payment remains outstanding, We will attempt to collect the outstanding balance. If payment is by Direct Debit, We will resubmit the Direct Debit instruction. The Direct Debit Guarantee applies: You may instruct Your bank to cancel the mandate at any time. Cancelling the mandate does not cancel Your contractual obligation to pay the amounts due.
- 7.5** If You dispute the amount stated in Our Day 7 notice, You must notify Us in writing within 14 days of that notice. We will not take further recovery action during that 14-day dispute period. Following resolution of any dispute, any amount confirmed as due becomes payable immediately.
- 7.6** If payment is not received by Day 10 and no dispute has been raised, Your cover may be suspended until all outstanding amounts are paid. We will notify You of any suspension.
- 7.7** Persistent non-payment may result in cancellation of Your Membership in accordance with Section 15.

8. ANNUAL SERVICE

- 8.1** Your Membership includes one Scheduled Service per Membership Year, as described in Schedule A.
- 8.2** We will contact You to arrange the Scheduled Service at a mutually convenient time. You must provide reasonable access to the Covered Equipment.
- 8.3** If You do not respond to Our attempts to arrange the Scheduled Service within 90 days of Our first contact, the entitlement for that Membership Year lapses. No refund or credit is given for a lapsed service.
- 8.4** If during a Scheduled Service Our engineer identifies a gas escape or a carbon monoxide risk, they will take immediate steps to make the installation safe. In the event of a gas escape, the correct action is: turn off the gas at the meter, open windows, do not use electrical switches, leave the property, and call the National Gas Emergency Service on 0800 111 999. Do not call Us as Your first action in a gas emergency.
- 8.5** If during a service or inspection Our engineer classifies the boiler or appliance as "At Risk" (AR), they will advise You of the issue and the recommended remedial action. An At Risk classification carries a "Danger — Do Not Use" advisory in accordance with HSE and Gas Safe guidance, and You should follow the engineer's advice. If the appliance is classified as "Immediately Dangerous" (ID), Our engineer will take steps to make it safe (which

may include disconnection) and issue a Gas Safe safety notice. Both AR and ID classifications require remedial action before the appliance is used. Your Membership is not cancelled solely because an appliance is classified AR or ID.

- 8.6** A condemned boiler that is repairable may be returned to cover following the required remedial work. A boiler beyond economical repair cannot be covered under Repair but HERE FIRST and HERE ALWAYS members are entitled to the £300 replacement discount described in Section 9.8.

9. REPAIRS

- 9.1** Repair cover applies to HERE FIRST and HERE ALWAYS members only.
- 9.2** A Repair means work to fix a confirmed Fault, including parts and labour. A Repair job is counted once regardless of how many attendances are needed to resolve it. Return visits with parts for the same Fault do not count as a new Repair. A callback to correct Our own workmanship does not count as a Repair against Your allowance.
- 9.3** Each Fault is a separate Repair job. A new, unrelated Fault reported after a previous Fault is fully resolved is a separate Repair.
- 9.4** A Diagnostic Visit is separate from a Repair. Attending to diagnose a Fault uses one Diagnostic Visit from Your allowance (or is free if Your allowance has not been exhausted). If a Repair is then authorised, it uses one Repair from Your allowance. The two are counted independently.
- 9.5** If Your Diagnostic Visit allowance is exhausted but You have Repairs remaining, You will be charged for the Diagnostic Visit at the applicable rate. If the resulting Fault is eligible for repair and You have Repairs remaining, the Repair itself remains included at no additional charge.
- 9.6** **Introductory Repair Cap** — In the first 3 months of a new Membership or following an upgrade, the aggregate total cost of all Repairs (parts and labour) is capped at £250 including VAT. This is an aggregate cap across all Repairs in that 3-month period, not a per-Repair limit. Beyond the £250 aggregate, We will provide a fixed quotation for any additional repair work. The cap resets on upgrade to a higher Plan tier.
- 9.7** Repairs are subject to the exclusions in Section 4 and the applicable Schedule.
- 9.8** **£300 Boiler Replacement Discount** — HERE FIRST and HERE ALWAYS members are entitled to a £300 discount on a qualifying boiler replacement carried out by Us. Qualifying criteria: the replacement must be a new boiler installation carried out by Our Gas Safe registered engineers; the discount applies to Our standard quoted installation price and cannot be combined with any other promotional offer; it expires on cancellation or lapse of Membership; it applies once per property per Membership.

10. RESPONSE TIMES AND FAULT GRADING

- 10.1** We classify reported faults as Grade A, Grade B, or Grade C as set out in Section 1. Our target response times are:

Grade	HERE	HERE FIRST	HERE ALWAYS
Grade A	Business hours only. No guaranteed response time.	Within 48 hours (Business Hours or Out-of-Hours)	Within 48 hours (Business Hours or Out-of-Hours)
Grade B	Business hours only. Next available appointment.	Within 48 hours during Business Hours	Within 48 hours during Business Hours
Grade C	Business hours only. Next available appointment.	Next available appointment	Next available appointment

- 10.2** "Response" means the attendance of an engineer at the property. "48 hours" means 48 elapsed hours from the time the fault is reported to Us.
- 10.3** Response time targets are not guaranteed. Factors outside Our reasonable control (severe weather, parts availability, access issues) may affect attendance times. We will keep You informed.

- 10.4** Vulnerable Customers (Section 12) are treated as Grade A regardless of the nature of the fault and regardless of Plan.

11. DIAGNOSTIC VISIT ALLOWANCES

- 11.1** Diagnostic Visit allowances per Membership Year are:
- HERE: up to 3 Diagnostic Visits at 50% discount off Our standard rate. Beyond 3, full rate applies.
 - HERE FIRST: up to 3 Diagnostic Visits at no charge. Beyond 3, full rate applies.
 - HERE ALWAYS: up to 5 Diagnostic Visits at no charge. Beyond 5, full rate applies.
- 11.2** Diagnostic Visit allowances are per Membership Year and do not roll over.
- 11.3** The Scheduled Service is not a Diagnostic Visit and does not count against the Diagnostic Visit allowance.
- 11.4** A callback to correct Our own workmanship is not a Diagnostic Visit and does not count against the allowance.
- 11.5** Excess Diagnostic Visits beyond the allowance (where charged at full rate) are taken into account as a usage signal when calculating any usage-based renewal increase under Section 16.

12. VULNERABLE CUSTOMERS

- 12.1** A Vulnerable Customer is a member who meets one or more of the criteria in Section 1.13.
- 12.2** Vulnerable Customer status may be declared by You at any time by contacting Us. We treat relevant information with sensitivity and in accordance with Our Privacy Notice.
- 12.3** Where We are aware that You are a Vulnerable Customer, We will treat any reported fault as Grade A for response and prioritisation purposes, regardless of the nature of the fault and regardless of Your Plan tier. This does not in itself extend the scope of repair cover on HERE.
- 12.4** Information relating to medical conditions or disabilities constitutes special category health data under the UK GDPR. We process this data on the basis of explicit consent (Article 9(2)(a)) and as necessary for the performance of this contract (Article 6(1)(b)) and Our legitimate interest in providing appropriate priority cover (Article 6(1)(f)). You may withdraw consent at any time; this does not affect Our ability to provide membership services generally.

13. OUT-OF-HOURS

- 13.1** Out-of-Hours means Monday to Friday 5:00pm to 9:00pm, and Saturday and Sunday 8:30am to 9:00pm.
- 13.2** HERE members do not have Out-of-Hours attendance rights. Faults reported outside Business Hours will be attended to on the next available Business Hours appointment.
- 13.3** HERE FIRST and HERE ALWAYS members may request Out-of-Hours attendance for Grade A Faults. Our engineer will attend within the 48-hour response target, which may include Out-of-Hours attendance. Product-specific exceptions (e.g. air conditioning) are set out in the applicable Schedule.
- 13.4** On an Out-of-Hours attendance, Our engineer will aim to fix the fault, make the system safe, or restore basic function where possible. If the fault cannot be fully resolved Out-of-Hours, a follow-up attendance will be arranged for the next available Business Hours appointment to complete the repair.
- 13.5** Out-of-Hours attendance for Grade B and Grade C faults is at Our discretion and subject to engineer availability.

14. CANCELLATION BY YOU

14.1 HERE members

- 14.1.1** HERE Membership has no minimum term. You may cancel at any time by giving Us written notice (email, letter, or through Our website). Your Membership ends at the end of the current monthly or annual payment period. No further payments are taken. Fees already paid are not refunded except as set out in clause 14.1.2.
- 14.1.2** If Your Scheduled Service for the current Membership Year has been delivered before cancellation, We may recover Our reasonable loss as follows: standalone service value of £109 plus VAT (£130.80), minus total fees paid by You in the current Membership Year. If fees paid exceed the standalone service value, no sum is owed by You.

Example: You pay £8.99 per month and cancel after 3 months having received Your annual service. Standalone service value £130.80 minus fees paid £26.97 = £103.83 recoverable by Us.

14.2 HERE FIRST and HERE ALWAYS members

- 14.2.1** If You cancel during the minimum term, We may recover Our reasonable loss representing lost profit on the remaining unexpired term. The recoverable amount is the total of remaining monthly equivalent payments for the unexpired months of the minimum term, reduced by a reasonable estimate of the costs We save by not providing the remaining service (including reduced engineer scheduling obligation and reduced parts and diagnostic liability for the remaining period).
- 14.2.2** The recoverable amount is a genuine pre-estimate of Our lost profit. It does not include a separate charge for the value of Repairs or Diagnostics already delivered. We will provide You with an itemised written calculation on request.
- 14.2.3** You have 14 days from receipt of Our cancellation charge calculation to dispute it in writing. We will review and respond within 14 days of Your dispute.

Example (HERE FIRST monthly at £39.99): cancels in month 4 of 12. Remaining 8 months = £319.92 gross. After accounting for reduced forward obligations (approximately 15%), recoverable amount is approximately £271.93. This is illustrative; the actual figure depends on the circumstances at the time.

Example (HERE ALWAYS annual at £599.88): Member has paid £599.88 upfront. Cancels in month 4. Unused months 5–12 = 8 months of equivalent monthly value (£49.99/month). Refund of advance payment for unused period = £399.92, less Our reasonable lost profit for the remaining term (after cost savings adjustment, approximately £339.93). Net position: member receives a refund of approximately £59.99. This is illustrative; the actual figure will be calculated and provided in writing at the time.

- 14.2.4** This section does not apply where You cancel in response to a price increase or material change to these terms notified by Us under Section 17. Free-exit refund rights are set out in Section 17.

15. CANCELLATION BY US

- 15.1** We may cancel Your Membership on 30 days' written notice for any of the following reasons: persistent non-payment after following the process in Section 7; Your Covered Equipment is found to be beyond economical repair and We have notified You; Your equipment fails an eligibility check under Schedule A, Section A9 and We are unable to bring it into cover; You have provided materially false information at sign-up.
- 15.2** Where We cancel Your Membership, We will refund a proportionate amount of any advance payment made by You, calculated on a daily basis from the cancellation date, less the cost of any services delivered (Scheduled Service at £109 plus VAT, Diagnostic Visits at Our standard rate, Repairs at Our standard rate) to the extent those costs exceed fees already received from You.
- 15.3** Safety certificates, gas safety records, and any compliance documents required by law will always be issued to You regardless of any outstanding balance.
- 15.4** We do not cancel Membership solely because of a single missed payment where You are making reasonable efforts to resolve the arrears.

16. RENEWAL

- 16.1** Unless You cancel before the renewal date, Your Membership automatically renews for a further 12-month term at the start of each new Membership Year. HERE members renew on a rolling basis with no minimum term.
- 16.2** We will send You a renewal notice at least 30 days before Your renewal date, setting out the new price (if any), any changes to these terms, and Your right to cancel.
- 16.3** You may cancel at any time up to and including Your renewal date to prevent the new term beginning. Notice of cancellation given after the renewal date takes effect at the end of the new term.
- 16.4** **Renewal Price Table** — The maximum usage-based renewal increase is determined by the number of Repairs used in the preceding Membership Year. The 30% cap is a ceiling on the usage-based component only and does not cap any separately applied general business increase:

Repairs used in Membership Year	HERE FIRST (3 repair allowance)	HERE ALWAYS (5 repair allowance)
0 repairs	0% (price freeze)	0% (price freeze)
1 repair	Up to 5%	0% (price freeze)
2 repairs	Up to 10%	0% (price freeze)
3 repairs	Up to 20% (full allowance used)	Up to 10%
4 repairs (HERE ALWAYS only)	N/A	Up to 10%
5 repairs (HERE ALWAYS only)	N/A	Up to 20% (full allowance used)
Excess repairs (beyond allowance)	Up to 30%	Up to 30%

- 16.5** Excess Diagnostic Visits on HERE (beyond 3 per year, charged at full rate) also count as a usage signal and may result in a usage-based increase at renewal. The applicable percentage is calculated by reference to the total number of excess Diagnostic Visits in the Membership Year as follows: 1 excess visit — up to 5%; 2 excess visits — up to 10%; 3 or more excess visits — up to 20%. These are the maximum percentages; the actual increase applied may be lower. The increase is applied to the HERE membership fee only and is subject to the 30% cap in Section 16.6 (usage-based component).
- 16.6** The 30% cap in Section 16.4 applies to the usage-based renewal component only. A general business increase (Section 6.5) may be applied in addition to the usage-based increase. The general business increase is not subject to the 30% cap and is applied at Our discretion based on Our operating costs and market conditions.
- 16.7** The Digital Markets, Competition and Consumers Act 2024 introduced new subscription contract provisions. We will comply with those provisions as and when they come into force. We will update these terms to reflect any applicable requirements before they take effect.

17. CHANGES TO THESE TERMS

- 17.1** We may change these terms for any of the following reasons: to comply with a change in law or regulation; to reflect a change in Our services, equipment coverage, or operating costs; to correct an error or ambiguity; or following a court or regulatory decision affecting Our terms.
- 17.2** Changes to these terms take effect only at Your renewal. We will give You at least 30 days' written notice before Your renewal date of any change taking effect at that renewal, setting out the change and the reason for it. We do not make changes to Your terms mid-term.
- 17.3** If a change is to Your material detriment, You have the right to cancel Your Membership before the renewal takes effect without paying a cancellation charge. If You have paid annually, We will refund a proportionate amount for the unused complete months remaining after Your cancellation date. No deduction is made for Repairs, Diagnostic Visits, or services delivered during the period You were a paying member.
- 17.4** Changes to price at renewal are governed by Section 16 and do not constitute a change to these terms for the purposes of this Section.
- 17.5** Your accrued rights at the date of any renewal are not affected by changes taking effect at that renewal.

18. LIABILITY

- 18.1 Nothing in these terms limits or excludes Our liability for: death or personal injury caused by Our negligence; fraud or fraudulent misrepresentation; any matter where it would be unlawful to limit or exclude liability.
- 18.2 Where Our engineer causes damage to Your property through negligence in the course of carrying out work under this Membership, We will repair or compensate for that damage. This liability is not subject to the cap in clause 18.4.
- 18.3 Where We fail to provide the services required under these terms to a satisfactory standard, Your rights under the Consumer Rights Act 2015 apply, including the right to require repeat performance or a price reduction.
- 18.4 Subject to clauses 18.1 to 18.3, Our total liability to You under or in connection with this Membership in any Membership Year is limited to the total fees paid by You in that Membership Year.
- 18.5 We are not liable for any loss of use of Your property, loss of enjoyment, or any indirect or consequential loss. Note: accommodation costs and loss of use of specific rooms may in some circumstances constitute direct loss; We will consider any such claim on its individual facts.
- 18.6 Statements made on Our website or in Our advertising form part of the basis on which You entered into this Membership. We do not exclude liability for representations You relied upon when joining.

19. DATA AND PRIVACY

- 19.1 We process Your personal data to administer Your Membership, communicate with You, carry out the services, manage payments, and comply with Our legal obligations. Our lawful basis is performance of contract (Article 6(1)(b)) and, where relevant, legitimate interests (Article 6(1)(f)).
- 19.2 Where You provide information about a medical condition, disability, or vulnerability, this constitutes special category health data. We process it on the basis of Your explicit consent (Article 9(2)(a)) for the purpose of providing appropriate priority response. You may withdraw this consent at any time without affecting Your Membership generally.
- 19.3 We retain data relating to Your Membership (including signatures, IP addresses, timestamps, and document history) for the period of Your Membership and for 7 years afterwards, in accordance with Our statutory obligations and Our Privacy Notice.
- 19.4 We will only collect vulnerability information that is necessary to provide the services. We will not use it for any other purpose or share it with third parties except where required by law or emergency services.
- 19.5 Our full Privacy Notice is available at wearehereteam.co.uk/privacy and on request.

20. GENERAL

- 20.1 **Entire Agreement** — These terms, Your Membership Summary, and the applicable Schedules form the entire agreement between You and Us for Your Membership. In the event of a conflict, the order of precedence is: Membership Summary, then these Core Terms, then the applicable Schedule, then any other document. This clause does not exclude liability for representations You relied on when joining.
- 20.2 **Transitional** — These terms apply to all new memberships from 1 January 2027 and to all existing memberships from the start of their first renewal term on or after 1 January 2027. Memberships entered into under previous terms of Blackpool Boiler Installations Ltd or the Winter Warmer Club continue under those previous terms until that renewal date. WE'REHERE Ltd is the same legal entity as Blackpool Boiler Installations Ltd, registered under its new name from 1 January 2027. Company number 09107868 is unchanged.
- 20.3 You may not transfer Your Membership without Our written consent. We may transfer Our obligations under these terms to another business; We will notify You at least 30 days in advance and You will have the right to cancel without charge if You do not wish to continue.
- 20.4 If any provision of these terms is found to be unenforceable, the remaining provisions continue in full force.
- 20.5 A failure by Us to enforce any provision of these terms does not constitute a waiver of that provision.

- 20.6** These terms do not confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999.
- 20.7** These terms are governed by the law of England and Wales. Any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 20.8** We aim to resolve all complaints within 14 days. To make a complaint, contact Us at hello@wearehereteam.co.uk or 0333 223 8998, or write to Us at the address above. If We cannot resolve Your complaint, You may refer it to an alternative dispute resolution scheme. We will provide details of the applicable scheme on request. Nothing in these terms prevents You from posting an honest review of Your experience. We ask that You contact Us first to give Us the opportunity to resolve any issue, but We do not make the posting of reviews conditional on Our complaints process being completed.
- 20.9** WE'REHERE is a UK registered trademark (UK00004370498). All rights reserved. References in these terms to WE'REHERE™ will be updated to WE'REHERE® on receipt of the registration certificate.

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract within the cooling-off period)

To: WE'REHERE Ltd, 5 Barons Court, Graceways, Whitehills Business Park, Blackpool, FY4 5GP /
hello@wearehereteam.co.uk

I/We (*) hereby give notice that I/we (*) cancel my/our (*) contract for the supply of the following service:

Membership plan: _____

Ordered 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.