

Policy Terms and Conditions

1. Definitions

The following words and phrases always have the meanings given below:

Breakdown: Breakdown of your covered equipment, or impairment to its functionality, arising as a consequence of mechanical, electrical or component fault, or from a software fault or from a setting on your covered equipment. For what is not included, please see clause 8.

Healthcheck: A maintenance check of your covered equipment (excluding Sky wireless router) to ensure that it is set up properly and is in good working order. During the check our technical helpline experts will guide you through a variety of Sky's recommended remote testing processes which may include system set up checks, box resets and software updates, reprogramming of remotes, checking signal strength, LNB reboots and signal retuning. Sky+ and Sky+HD customers can also receive help with hard disk management issues and running a planner rebuild.

Premium: Any sums payable by you to us for the maintenance contract services.

Covered Equipment: Any item(s) that appear in the description box of your maintenance contract. There is no limit to the number of items you can have registered. Please see 'Limitations' (clause 7) below for restrictions on what equipment can be registered.

Yeltv Maintenance Contract: This insurance policy, which covers you against Breakdown and provides the Healthcheck, as set out in these Policy Terms and Conditions and in the renewal sent to you.

We, Us: Yelverton Television services t/a Yeltv, a company registered in England under company no. 4459902, with its registered office at Whincroft, Mary Tavy, Devon, PL19 9PR.

You: The customer (the person named in 'Your Personal Details' on the renewal notice or original receipt).

2. What Is Covered

a) During the manufacturer's warranty: If your covered equipment suffers from during the manufacturer's warranty, we will either adjust, repair or replace the equipment. This may involve re-aligning your dish in Satellite system cases. Should you have any other problem with your covered equipment during the 12 month manufacturer's warranty you should call Yeltv on 07725553804 for assistance.

b) After the manufacturer's warranty: If your covered equipment suffers from Breakdown after the manufacturer's warranty, we will either adjust, repair or replace the covered equipment. This may involve re-aligning your dish in Satellite system cases.

c) Onsite visits and replacements: All onsite visits will take place during normal working hours which are 9am to 5pm, Monday to Friday (onsite visits cannot be booked for bank holidays). Repairs to Satellite equipment where the minidish, cabling and LNB are located at a height exceeding 30 feet (approximately 9 metres) may be referred to a special heights team and can take longer to complete. Any replacement equipment provided may be a refurbished product (of at least the same functionality) however we cannot guarantee that it will be the same make, model or colour as the original equipment. Yeltv's Maintenance Contract will continue to apply in respect of the replacement equipment until its normal expiry date (acknowledged in receipt of renewal notice).

d) Healthchecks: You are entitled to call us to receive one Healthcheck each year during the term of your Yeltv Maintenance Contract to ensure that your covered equipment is set up properly and is in good working order.

3. How To Claim

Simply call us on 07725553804. Lines open 9am to 5pm 5 days a week) to claim or to book a Healthcheck.

4. Duration

a. Yeltv's Maintenance Contract will start on the date we process your application (taking and processing payment details) or renewal as applicable.

b. If your covered equipment is still protected by its manufacturer's warranty, Yeltv's Maintenance Contract will stay in place for the duration of the manufacturer's warranty period, and will then continue for a further 12 months. If your covered equipment is no longer protected by its manufacturer's warranty, Yeltv's Maintenance Contract is a 12 month insurance contract. The expiry date is the end date specified in the renewal notice.

c. Where the covered equipment is replaced, Yeltv's Maintenance Contract will continue to apply to the replacement equipment until the end date specified in your welcome letter or renewal notice. Where your Satellite subscription is terminated, Yeltv's Maintenance Contract will remain in place unless you cancel it.

5. Cancellation Rights

1) Your cancellation rights

- You may cancel Yeltv's Maintenance Contract at any time within 14 days of you receiving your documentation (the "Cooling Off Period") and you will receive a full refund.

- After the Cooling Off Period you may cancel Yeltv's Maintenance Contract by giving us 14 days' notice and no refund will be paid and any unpaid Premium will become due and payable.
- To cancel the Maintenance Contract either call us on 07725553804 or write to us at Yeltv, Whincroft, Mary Tavy, Devon PL19 9PR
- If you pay for Yeltv's Maintenance Contract by Direct Debit you must contact us before telling your bank to cancel the Direct Debit Instruction.

2) Our cancellation rights

- We are entitled to cancel Yeltv's Maintenance Contract by giving you 14 days' notice in writing to your last known address. A refund of the amount of Premium paid for the remaining full months of the maintenance contract will be given.
- If you commit fraud or attempt to commit fraud, we will cancel your maintenance contract without any refund of Premium.
- If you pay by Direct Debit, and we can't collect an instalment of your Premium from your bank, we may attempt to request payment again. We may make this request up to four times. If we fail to collect payment your maintenance contract will be suspended until alternative payment details have been supplied and payment has been received. If we don't hear anything from you within 30 days, we may cancel the maintenance contract without any further notice.

6. Your Responsibilities

a. You must pay the Premium when it falls due.

b. You must ensure that your covered equipment does not contain any content that we may consider to be illegal (Inappropriate Content). This includes, but is not limited to: indecent images of children; content related to, or intended to, promote/encourage terrorist activities, racist hate crime, or interference with computer systems.

7. Limitations

1) Yeltv's Maintenance Contract is available for equipment which:

- is working in accordance with the manufacturer's specification when you apply for maintenance contract;
- is installed at the address specified which must be located in the United Kingdom.
- is only used in a domestic and non-commercial environment.
- has not had unauthorised modifications (this includes without limitation any upgrade not authorised by the manufacturer or the addition of any unauthorised non-approved accessories).

8. What Is Not Covered

a. Yeltv's Maintenance Contract only covers your Covered Equipment against Breakdown and provides the Healthcheck. It will not provide any services or pay for any costs not expressly set out in the description of the cover (see clause 2).

b. Yeltv's Maintenance Contract will not provide any services or pay for any costs which are covered by a manufacturer's or supplier's warranty.

c. Yeltv's Maintenance Contract will not provide any services or pay for any costs to resolve damage to the Covered Equipment, or impairment to its functionality, caused by:

- use in a non-domestic or commercial environment;
- theft, attempted theft, deliberate or malicious damage;
- . earthquake, fire, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion or the domestic supply of electricity.

d. Yeltv's Maintenance Contract will not provide any services or pay for any costs to resolve problems which arise from or in the event of:

- the covered Equipment being recalled by its manufacturer or any other supplier due to a systemic or safety defect or any other reason.
- faults to the broadband line or faults related to broadband equipment other than the Sky wireless router.
- property damage caused by the Covered Equipment.
- the loss of stored information on your Covered Equipment (for example data, downloads, videos, music and applications);
- any loss, damage or failure occurring before the start of the maintenance contract
- cosmetic damage (such as dents or scratches to the Covered Equipment);
- your failure to follow the manufacturer's instructions;
- any unauthorised modifications (this includes without limitation any upgrade not authorised by the manufacturer or the addition of any unauthorised non-approved accessories)

e. Yeltv's Maintenance Contract will not pay for the cost of:

- work carried out without a referral number from us or by repairers other than our approved engineers; or

- the replacement of any item that is intended to be replaceable (e.g. fuses and batteries) or not listed as part of the manufacturers equipment (e.g. interactive cards, viewing cards and components of an integrated digital television).

9. Statement of Price

The Premium is shown on the renewal notice. It includes all applicable taxes.

10. How Your Information Is Used

Your information is held and used by Yeltv for purposes connected with your maintenance contract and will not use your information for direct marketing purposes. Unless you have notified Sky to the contrary, Sky and its business partners may use your information to contact you by phone, post, email and/or SMS about products and services that may be of interest to you. If you do not wish your information to be used by Sky for marketing purposes please contact Sky on 08442 414141 or send an email to MySky@bskyb.com. You can ask Sky for a copy of your details (for a small fee) and to correct any inaccuracies.

13. General Conditions and Information

- a. If you contact us electronically, we may collect your electronic identifier (for example the internet protocol (IP) address or phone number supplied by your service provider).
- b. Yeltv's Maintenance Contract will also cover any authorised upgrades to your Covered Equipment. With our permission you can transfer your maintenance to a new owner of the Covered Equipment by giving us written details of the new owner. Your cover cannot be transferred to any other equipment.
- c. Yeltv's Maintenance Contract is for your benefit only or for the benefit of anyone to whom we have allowed you to transfer your maintenance contract. No rights or benefits will be given to any other third party under the maintenance contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.
- d. Please ensure we are informed if you move house, or if your personal details change; please do this by calling us on 07725553804. It only takes a couple of minutes to update your records and will help ensure you always receive any information regarding your maintenance contract.
- e. When your maintenance contract is due for renewal, we will normally offer to renew your contract for a further term. We will telephone you before the maintenance contract ends with full details of the next year's price of protection and Policy Terms and Conditions. If you pay by Direct Debit your renewal notice will show the amount we will automatically collect, unless you inform us otherwise. If you pay by any other means you will need to make arrangements to pay us the amount of Premium shown in the renewal notice to continue protection for your Covered Equipment. If you want to contact us about your renewal or do not wish to renew please call us on 07725553804 before the renewal date.
- f. We may modify or replace these Policy Terms and Conditions in order to:
 - i. comply with the law, regulations, industry guidance and codes of practice;
 - ii. rectify errors or ambiguities; and
 - iii. reflect changes in the scope or nature of the cover provided to you.

We will give you 30 days' written notice of any change that could have a material effect on your rights against us or liabilities to us. If you do not agree with the changes, you may notify us that you no longer want the maintenance contract, and we will cancel the policy immediately and provide refunds in accordance with clause 5. Otherwise all changes will be deemed to have been accepted by you.

g. Yeltv's Maintenance Contract will not be valid if a) any information you give us is false, exaggerated, or misleading; or b) if you fail to provide any relevant information which we have requested.

h. Yeltv's Maintenance Contract is governed by English law and all communications concerning the maintenance contract will be in English.

j. Nothing in these conditions will reduce or affect your statutory rights relating to the quality of any purchase or the way it was described. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.