

Terms and Conditions

Please read the following important terms and conditions before you buy anything on our website. By purchasing products and services from us, you agree to be bound by these conditions.

If you don't understand any of this contract and want to talk to us about it, please contact us:

- via our website: <https://mypippa.me/contact>; or
- by email to help@mypippa.me ; or

In this contract:

- **'We', 'us' or 'our'** means Skyrad Consulting Limited, a company registered in England with company number 09391369, whose registered office is at 50 Petley Road, Hammersmith, London, England, W6 9ST; and
- **'You' or 'your'** means the person using our site to order products and/or services from us.
- **'Pippa'** means the Pippa Smart Stove Monitor
- **'Service'** means our text and phone alert service.

1 Introduction

- 1.1 If you order a Pippa on our site, you agree to be legally bound by this contract.

2 Your privacy and personal information

- 2.1 Our **Privacy Policy** is available at <https://mypippa.me/privacy.html>.
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3 Ordering a Pippa from us

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 When you place your order on our website, at the end of the online checkout process (eg when you click on the Place Order button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 3.3 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 3.3.1 the product is unavailable;

- 3.3.2 we cannot authorise your payment;
 - 3.3.3 you are not allowed to buy products or services from us;
 - 3.3.4 we are not allowed to sell products or services to you; or
 - 3.3.5 there has been a mistake on the pricing or description of the products or services.
- 3.4 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:
- 3.4.1 a legally binding contract will be in place between you and us; and
 - 3.4.2 we will dispatch the Pippa to you and provide access to the Service as agreed during the online checkout process.
- 3.5 If you are under the age of 18 you may not buy any products or services from the site.

4 Right to cancel

- 4.1 You have the right to cancel this contract within 14 days without giving any reason.
- 4.2 The cancellation period will expire after 14 days from the day on which you take physical possession of the Pippa.
- 4.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the top of this contract. You may use the model cancellation form available at the end of these Terms and Conditions, but it is not obligatory.
- 4.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 4.5 We will not start providing the Service during the 14-day cancellation period unless you ask us to. When you place an order for your Pippa, you will be given the option to tick a box to request for us to start providing the services during the cancellation period. If you do not tick the box, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

5 Effects of cancellation

- 5.1 If you cancel this contract, we will reimburse to you all payments received from you unless:
 - 5.1.1 you requested for us to start providing the services during the cancellation period, in which case you must pay us for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
 - 5.1.2 If there has been a loss in value of the Pippa supplied as a result of unnecessary handling by you, we may make a deduction from the reimbursement for to cover that loss.
- 5.2 We will make the reimbursement without undue delay, and not later than:

- 5.2.1 14 days after the day we received back from you the Pippa supplied; or
 - 5.2.2 (if earlier) 14 days after the day you provide evidence that you have returned the Pippa; or
 - 5.2.3 if no Pippa was supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 5.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 5.4 If you have received your Pippa:
- 5.4.1 you shall comply with our instructions for returning the Pippa without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the products before the period of 14 days has expired;
 - 5.4.2 you will have to bear the direct cost of returning the Pippa; and
 - 5.4.3 you are only liable for any diminished value of the Pippa resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Pippa.

6 Delivery

- 6.1 The estimated date and time window for delivery of your Pippa is set out in the Confirmation Email.
- 6.2 If something happens which:
- 6.2.1 is outside of our control; and
 - 6.2.2 affects the estimated date of delivery;
- we will let you have a revised estimated date for delivery of your Pippa.
- 6.3 Delivery of your Pippa will take place when we deliver them to the address that you gave to us.
- 6.4 Unless you and we agree otherwise, if we cannot deliver your Pippa within 30 days, we will:
- 6.4.1 let you know;
 - 6.4.2 cancel your order; and
 - 6.4.3 give you a refund.
- 6.5 You are responsible for your Pippa when delivery has taken place. In other words, the risk in the Pippa passes to you when you take possession of it.
- 6.6 We do not make deliveries to any addresses outside of the UK.

7 Use of your Pippa

7.1 You agree to use your Pippa:

7.1.1 only for private domestic use;

7.1.2 only in the United Kingdom;

7.1.3 not for any commercial, business or resale purposes; and

7.1.4 strictly in accordance with the instructions for use on our website and which we provide to you from time to time (Instructions for Use).

7.2 You install your Pippa at your own discretion and risk. You acknowledge that Pippa is not a substitute for smoke and heat alarms, sprinkler system or any other fire detection, suppression or prevention system.

7.3 You acknowledge that you have understood the limitations of Pippa and the Service, as described on our website and in the Instructions for Use, including that:

7.3.1 PIPPA IS NOT GUARANTEED TO DETECT EVERY INSTANCE OF THESE HAZARDS. SOMETIMES THE ALARM MAY NOT TRIGGER. THERE MAY ALSO BE OTHER CAUSES OF FIRES THAT PIPPA DOES NOT DETECT.

7.3.2 STOVES ARE DANGEROUS. DO NOT LEAVE COOKING UNATTENDED. A HIGH LEVEL OF CARE SHOULD STILL BE TAKEN WHEN COOKING WITH A PIPPA FITTED. YOU ARE STILL RESPONSIBLE FOR ENSURING YOU USE YOUR STOVE SAFELY.

7.3.3 TACKLING A STOVE FIRE IS DANGEROUS. DO NOT USE WATER OR WATER BASED FIRE EXTINGUISHERS. UNLESS ABSOLUTELY CONFIDENT EVACUATE THE BUILDING AND CALL THE FIRE BRIGADE.

7.3.4 DO NOT LEAN OVER A DANGEROUS STOVE TO CANCEL THE ALARM.

7.3.5 ENSURE PIPPA IS SECURELY FIXED AT ALL TIMES.

8 Access to the Service

8.1 We will provide access to our Service during the period set out during the online checkout process and in the Confirmation Email (see clause 3.4).

8.2 Our provision of the Service might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the Service, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the Service as soon as those events have been fixed.

8.3 We may stop providing access to our Service and deactivate your Pippa if:

8.3.1 Any contract for the Services that you have with us is not renewed at the end of its term or is any other way cancelled, terminated or voided.

- 8.3.2 (If your Pippa has been provided through one of our affinity partners e.g. your home insurer), any contract you have with that partner, or that the partner has with us expires, is not renewed or is any other way cancelled or voided.
- 8.3.3 We have reasonable grounds to believe that you have violated any other of the conditions stated here.
- 8.3.4 You harass or use abusive or threatening behaviour to our staff.
- 8.3.5 You have deliberately given us incorrect or misleading information.
- 8.3.6 The 2G mobile phone network that Pippa uses is discontinued.

9 Payment

- 9.1 We accept payment by credit or debit card through our website.
- 9.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the Pippa and the Service is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 2) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 9.3 Your credit card or debit card will only be charged when your order is accepted.
- 9.4 If any payment due under this contract is not received by the date on which it falls due, we may charge interest on any balance outstanding at the rate of 4 percentage points per year above Barclays Bank plc's base rate.
- 9.5 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 4 and 5.
- 9.6 The price of the Pippa and the Service is set out on our website and:
 - 9.6.1 is in pounds sterling (£) (GBP);
 - 9.6.2 includes VAT at the applicable rate;

10 Summary of your key legal rights

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example the Pippa, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also **Error! Bookmark not defined.Error! Reference source not found..**

a) If your product is **digital content**, for example the Pippa mobile phone app, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

b) If your digital content is faulty, you're entitled to a repair or a replacement.

c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also **Error! Bookmark not defined.Error! Reference source not found..**

If your product is **services**, for example our text and phone notification service, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11 Faulty products or services

11.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

11.1.1 visit our webpage: <https://mypippa.me/conditions>;

11.1.2 contact us using the contact details at the top of this page; or

11.1.3 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

11.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

11.3 Please contact us using the contact details at the top of this contract if you want:

11.3.1 us to repair the Pippa;

11.3.2 us to replace the Pippa;

11.3.3 to reject the Pippa and get a refund.

11.3.4 us to fix the Service; or

11.3.5 a price reduction.

12 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

13 Limit on our responsibility to you

PLEASE READ THIS SECTION CAREFULLY – IT LIMITS OUR RESPONSIBILITY TO YOU.

13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

13.1.1 Any damage to any property or death or injury to any persons, regardless of whether a fire or a hazard is detected by your Pippa and whether your Pippa alarm sounds;

13.1.2 Loss, damage or injury:

- (a) That was not foreseeable to you and us when the contract was formed;
- (b) That was not caused by any breach on our part;
- (c) As a result of:
 - (i) Your failure to comply with the Instructions for Use.
 - (ii) Your failure to hear an alert or an alarm.
 - (iii) Your failure to notice any phone or SMS warning.
 - (iv) The failure of any network or computer system to forward a message or connect a phone call.
 - (v) Your failure to respond to an alarm.
 - (vi) Your failure to replace the batteries on your Pippa.
 - (vii) Your failure to keep the Pippa lens clean and dry.
 - (viii) Your failure to check it is safe before attending to a hazard on your stove, or before clearing your Pippa alarm;
 - (ix) Your failure to ensure that your Pippa is correctly positioned and securely mounted above your stove at all times.

13.1.3 business losses; or

13.1.4 losses to non-consumers.

14 Intellectual Property

15 Any and all intellectual property rights in Pippa belong to us.

16 You agree not to decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the software or source code that pertains to the operation of Pippa, and have no right to obtain or use such code, or create any derivative product from Pippa, save only for acts that are expressly permitted as a result of mandatory or non-derogable provisions of applicable law.

17 Disputes

17.1 We will try to resolve any disputes with you quickly and efficiently.

- 17.2 If you are unhappy with:
- 17.2.1 the Pippa or the Service;
 - 17.2.2 our service to you generally; or
 - 17.2.3 any other matter,
- please contact us as soon as possible.
- 17.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
- 17.3.1 let you know that we cannot settle the dispute with you; and
 - 17.3.2 we may propose that the matter is resolved through an alternative resolution process, details of which we will provide.
- 17.4 If you want to take court proceedings, the courts of England and Wales will have non-exclusive jurisdiction in relation to this contract. You may also have the right under relevant consumer protection law to take court proceedings in your county of residence.
- 17.5 The laws of England and Wales will apply to this contract.

18 Updating or amending this Contract

- 19 We may update or amend the terms of this Contract from time to time and will notify you accordingly. If you disagree with such updates, please notify us immediately so that we can deactivate your Pippa. If you do not request that your Pippa is deactivated within 7 days of an update notice you agree to be bound by the new terms.

20 Transfer of this Contract

- 20.1 We may transfer our rights and obligations under this contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

21 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

Model Cancellation Form

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

To Skyrad Consulting Limited, a company registered in England with company number 09391369, whose registered office is at 50 Petley Road, Hammersmith, London, England, W6 9ST, info@mypippa.me

I hereby give notice that I cancel my contract of sale for a Pippa and related services

ordered on (date)

received on (date)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date: