

Homie User Agreement (v1.0)

[date]

The General Terms and Conditions in accordance with the Thuiswinkel Waarborg Certificate apply to all Homie services. This user agreement contains additional conditions, obligations and agreements.

1. Parties

Service provider: Homie B.V., also trading under Homie Pay-Per-Use (hereinafter referred to as “Homie” or “service provider”), a company registered in the Netherlands with Chamber of Commerce registration number 66592429, located at Wagenmakersweg 3, 3449 HV Woerden, The Netherlands.

Contact details:
phone: 015 – 7601615
email: info@homiegroup.com

User: [firstname] [lastname] (hereinafter referred to as “user” or “customer”), residing [address], [postcode], [town], the Netherlands.

Contact details:
telephone: [phone]
e-mail: [email_address]

2. Provided service

Homie provides the user with a well-functioning Homie refrigerator in return for a fixed monthly usage fee paid by the customer. Any repairs and collection upon termination of this agreement (after 12 months) are free of charge. The refrigerator is and remains the property of Homie during and after the contract period.



3. Homie's obligations

3.1 Providing a properly functioning device to the user.

3.2 If applicable, Homie will take care of the responsible disposal of an old appliance free of charge, upon delivery of a Homie appliance. The old appliance must be ready for transport at the time of collection.

3.3 Provide repair or replacement in case of breakdown of the user's Homie appliance, free of charge, unless the damage was caused by careless or improper use of the machine by the customer. Once the breakdown is reported by the customer through email or telephone, Homie will inform the user of planned corrective actions (repair or replacement) as soon as possible.

3.4 Regularly analyse the use of the appliance (if possible) to provide the user advice on how to optimize their usage behaviour.



4. Users obligations

4.1 To provide, during the ordering procedure of a refrigerator, correct information about the accessibility of the address and the place where the appliance will be installed and about the availability and accessibility of electricity. Extra costs due to unexpected circumstances on site can be charged to the customer by Homie. This will be discussed on the spot and decided if possible.

4.2 To be present during the agreed date and time for delivery, to identify yourself, to sign for receipt and to ensure that the location where the device is to be delivered and installed is easily accessible for the delivery team.

4.3 To handle the appliance with care and use the device only in accordance with the manufacturer's instructions. Homie charges a deposit and sets conditions for the return of the deposit upon termination of the agreement. Upon receipt, the appliance must be clean and undamaged, and function properly with all original parts present.

4.4 To run a free 90-degree Celsius cycle (only in case of a Homie washing machine) every 3 months to clean the inside of the machine. User is reminded of this every quarter.

4.5 The user may allow third parties to use the device, as long as it concerns neighbours and / or friends. The user is responsible for this third-party use. Commercial use of the device is not permitted.

4.6 To ensure that the machine is connected to wireless internet (only in case of a Homie washing machine and dryer) so that the use of the machine can be registered. In the event that a device has been offline for more than 1 month, Homie is entitled to charge the user an offline fee of €25,00/month in addition to normal usage costs.

4.7 To notify Homie of any malfunction of the appliance or the WiFi connection within 1 week (only in case of Homie dryer or washing machine).

4.8 Not to make, or let someone else make, adjustments or reparations to the machine.

4.9 To notify Homie at least one month in advance in case of relocation (both indoors or to a new address) of the appliance to ensure continuous monitoring and billing. If Homie moves the appliance on behalf of the customer, a relocation fee will be charged; in case the user him or herself moves the appliance, the risk and potential costs are born by the user.

4.10 To give Homie access to the appliance upon first request, so that Homie can inspect its condition and fix potential problems.

4.11 In case of theft, to report it immediately to the police and then immediately provide Homie with a copy of the police report. The customer is responsible for the costs Homie incurs to replace the device, including the appliance purchasing costs.

4.12 To protect the device against external causes (such as water or fire damage). The customer is responsible for related costs, including the appliance purchasing costs, in case Homie has to repair or replace the device due to such damage during use.

4.13 Not to sell, dispose of, rent or pawn the device without Homie's written consent, or to act in any other way to conflict with Homie's interests.

4.14 Homie can always hand over the appliance ownership or the rights and responsibilities for its service to a third party.

4.15 To allow Homie to use the collected user data after anonymisation for modelling and research purposes, also in conjunction with Homie's business partners.





5. Prices and additional costs

5.1 Homie ensures any repairs and if necessary, replacement of the appliance. Homie charges a one-time fee of €[order_delivery_price] for delivery and regular installation and requires a deposit of €[order_deposit]. The deposit will be returned to the user upon termination of the contract when Homie has collected the appliance in good condition. For a description of the conditions for receiving the deposit back, see 4.3.

5.2 All prices include VAT:

Freestanding table top refrigerator	
Fixed Monthly usage fee	€ 12,99

5.3 When Homie assists in moving / relocating a device, a relocating fee of € 75.00 will be charged.

5.4 In case a user is not home during the time of the scheduled delivery, service visit or pick-up visit, Homie may charge the customer € 75.00 to cover the unnecessary logistics costs.

5.5 Payment term of all invoices is 14 days after receipt. Payment should be made via the Homie website, using iDeal or PayPal.

6. Contract period and cancellation

6.1 This agreement starts as soon as the user has placed an order via the Homie website and Homie has accepted this order. Residents of the Waddeneilanden are not eligible for Homie services. The right of withdrawal (see General Terms and Conditions) ends on the day of delivery and installation of the device.

6.2 The user agreement has a minimum duration of 6 months. After this initial 6 months' period, the contract will automatically roll on for unlimited time.

6.3 In case of an early cancelation by the user within the minimum contract duration, Homie will still charge the user the monthly fees for the remaining minimum months.

6.4 To cover logistics costs, Homie charges €75.00 pick-up costs if the user requests the appliance to be picked up within one year of delivery.

6.5 After the minimum contract duration both the user or Homie can cancel the contract per email with one month notice period.

6.6 Transferring the Homie appliance to another user is only possible if the device remains in the same location, if Homie has been notified in advance by both current and prospective user by email and Homie approves the transfer. The new user can only take over the appliance, not the contract. Pick-up costs will not be charged when the device is transferred.

6.7 All terms and prices in this agreement are guaranteed for a minimum period of 12 months after the device is installed. Prices are subject to change in accordance with the consumer price index and take effect 1 month after notification. Also any other (price) changes will take effect 1 month after notification. If the user does not accept the revised terms, the contract will be automatically terminated.

6.8 In case the user has not fully returned the appliance to Homie within 14 days after the contract has been cancelled, Homie will charge the user the appliance replacement costs plus any additionally made costs by Homie that were made to retrieve the appliance. Homie decides these costs unilaterally.

6.9 Any credit or shortage on the user account, along with any additional charges, will be settled between the parties within 30 days of contract termination by Homie.

6.10 When the user fails to comply with the terms and conditions in this contract, the user is in default and Homie is entitled to immediately terminate the agreement and to reclaim the device.