

CELL C HOME ASSIST

TERMS & CONDITIONS

1. It is important that you understand and agree to these terms and conditions in order for you to make use of the Cell C Home Assist Service (the "Service"). In the event that you do not understand these terms and conditions, please get in touch with us and we will explain them to you.
2. All standard Terms and Conditions of Cell C (Pty) Ltd, Cell C Service Provider Company Proprietary Limited together, ("Cell C") and its suppliers apply to the Service. You can find these standard terms and conditions at <https://www.cellc.co.za/cellc/terms-conditions>.
3. All prices and usage rates advertised include VAT, unless otherwise stated.
4. Standard RICA rules and processes apply. These can be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>.

GENERAL

5. Suppliers and/or Cell C reserves the right to suspend the Service and its benefits in its sole and absolute discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur.
6. Cell C and/or Supplier may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion without notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to use the Service you agree and understand that you will be bound by the amended terms and conditions. **You agree and understand that it shall be your responsibility to keep up to date with these terms at all relevant times.**
7. It is important that you understand that all customers who make use of the Service indemnify Supplier and Cell C, their directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from their use of the Service and its benefits.
8. Cell C has the right to withdraw or shorten the duration of the Service in its sole and absolute discretion and will notify customers if it chooses to do so. Customers understand that they will not have a claim against Cell C in this event.
9. You understand and acknowledge that Cell C only provides the Service to you, and that a separate set of terms and conditions for the use of the Service from Supplier are applicable and can be found here: <https://cellchomeassist.co.za/>. For ease of reference, we have set out these terms and conditions for the Service below.
10. **Members are allowed a maximum 3 (three) incidents in total for electrical, locksmith, plumbing and appliance repairs in total per year of membership.**
11. **Members are allowed a maximum 2 (two) incidents in total for the Home Invasion benefit per year of membership.**

TERMS OF USE FOR THE SERVICE

12. Cell C provides the Service to Cell C customers in conjunction with Supplier and our duly authorised partners and/or third-party service providers and, subject to these terms, shall make the full benefits of the Service available to you once you have signed up /registered for or have agreed to join the Service. By using the Service you are deemed to have accepted these terms and conditions and agreed to abide by them.
13. **By signing up for this Service you give us your informed and explicit consent and authorise us to process your personal information, locate your mobile phone device and share your location and personal information with our duly authorised partners and/or third party service providers to enable us to provide the Service to you.** All your relevant personal information will be processed in accordance with our information security processes and information processing policy in accordance with the Protection of Personal Information Act of 2013.

14. NEITHER CELL C NOR SUPPLIERS SHALL IN ANY WAY OR FORM BE HELD LIABLE FOR UNAVAILABILITY OF THE SERVICE.
15. Subject to these terms and conditions we shall endeavour to make the Service available to you 24/7 and throughout the year.
16. You hereby agree to fully co-operate with ourselves to enable us to provide the Service to you and that you shall disclose to us all other benefits and services you are entitled to receive through any other third party which may be relevant to the Service (e.g. motor vehicle insurance, household insurance, life insurance, medical insurance and the like).
17. Participation in the Service will accordingly be subject to the then current version of these terms published on this website at the time of your use. You may not make use of our services if you do not accept these terms.
18. Please note that certain additional conditions of use may apply to your use of our services such as may be contained in the subscription contract entered into between you and your network Service Provider. We reserve the right to introduce amendments to these terms and conditions from time to time, by posting such amendments on our Website. We may thus change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using our Services since the then current version of the terms will apply to your use.
19. We reserve the right, without notice and in our sole and absolute discretion, to make changes to the manner in which we offer the Service or to discontinue without notice, any aspect and/or feature of the Service.
20. You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties with respect to the Service to any other person. We may cede, delegate, transfer and assign our rights, obligations and duties pertaining to the services to any other person.
21. The Service may not be used for any purpose other than for your personal non-commercial purposes. The Service may not be used in a manner that would bring us or our business into disrepute. Furthermore, the Service may not be used for unlawful purposes or in a manner which infringes our rights or the rights of any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to its use of the Service. We may suspend access to any part of our computer systems or Service at any time without notice.
22. Queries and complaints regarding the Service may be submitted to us via our telephone helpline on 084 11503 or via email at support@cellchomeassist.co.za.
23. Use of our Services is subject to the laws of the Republic of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of a person to adjudicate on any dispute arising from or in connection with these terms of use notwithstanding that the amount in dispute may exceed such court's jurisdiction. Legal process may be served at any address provided to us.
24. Our failure to enforce any provision of these terms strictly will not be construed as a waiver of any provision or right. In the event that a portion of these terms is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
25. Should we be prevented from fulfilling any of our obligations hereunder as a result of any event or circumstance beyond our control, then those obligations shall be deemed to have been suspended to the extent that and for as long as we are so prevented from fulfilling them, and your corresponding obligations shall be suspended to the matching extent. If the event continues for more than 14 (fourteen) days after it has first occurred, then we shall be entitled (but not obliged) to terminate all of our rights and obligations in terms of or arising out of these terms by giving notice to yourself.
26. You warrant that you have the contractual capacity to utilise the Service(s).
27. We reserve the right to withhold the Service(s) in our sole and absolute discretion.
28. We reserve the right to forward your personal details to the police or other relevant third parties in order to comply with the law or in relation to any suspected Inappropriate Use by You or any other person of the Service(s).
29. We shall be entitled to terminate these terms and conditions immediately if You commit any material breach of any term of these terms and conditions. No waiver by Us of any breach of a provision of these terms and conditions by You shall be considered as a waiver of any subsequent breach of the same or any other provision.

30. The territory in which the Services shall be available to you is limited to the area within the borders of the Republic of South Africa (“territory”) unless stated to the contrary herein.
31. Beneficiary is defined as a valid Services subscriber.
32. Cost payable for incidents not attended to by the Cell C call centre will not be refunded.
33. The Cell C and/or the Supplier will not accept any liability or responsibility for any damage, loss, injury or disappointment suffered by You or any third party as a result of your use of the Services or the unavailability of the Services, as the case may be.

For full Terms and Conditions please go to <https://cellchomeassist.co.za/>

VALUE ADDED SERVICES BREAKDOWN FOR SERVICES

Cell C Home Assist Product Terms and Conditions

A. Electrical Repairs

- Incidents not attended to on the instruction of a Cell C Home Assist case manager will not be considered after any repair. This means that any and all incidents must be dealt with fully in compliance with the instructions / directives of the Cell C Home Assist case manager. Any repair which deviates from the Cell C Home Assist case manager’s instruction / directive shall be summarily repudiated.
- Emergency repairs outside of the domestic dwelling are not included i.e. office premises, public buildings or outbuildings not attached to the main building etc.
- A repair incident is considered per service category.
- Appliances still under warranty are referred to the manufacturer for repair.
- **The benefit period is one calendar year, and the benefit does not accumulate, but is a maximum amount per incident.**
- Service guarantees vary and are on the service provider’s invoice.

B. Plumbing Repairs

- Incidents not attended to on the instruction of a Cell C Home Assist case manager will not be considered after any repair. This means that any and all incidents must be dealt with fully in compliance with the instructions / directives of the Cell C Home Assist case manager. Any repair which deviates from the Cell C Home Assist case manager’s instruction / directive shall be summarily repudiated.
- Emergency repairs outside of the domestic dwelling are not included i.e. office premises, public buildings or outbuildings not attached to the main building etc.
- A repair incident is considered per service category.
- Appliances still under warranty are referred to the manufacturer for repair.
- The benefit period is one calendar year, and the benefit does not accumulate, but is a maximum amount per incident.
- Service guarantees vary and are on the service provider’s invoice.

C. Locksmith Repairs

- Incidents not attended to on the instruction of a Cell C Home Assist case manager will not be considered after any repair. This means that any and all incidents must be dealt with fully in compliance with the instructions / directives of the Cell C Home Assist case manager. Any repair which deviates from the Cell C Home Assist case manager’s instruction / directive shall be summarily repudiated.
- Emergency repairs outside of the domestic dwelling are not included i.e. office premises, public buildings or outbuildings not attached to the main building etc.
- A repair incident is considered per service category.
- Appliances still under warranty are referred to the manufacturer for repair.

- The benefit period is one calendar year, and the benefit does not accumulate, but is a maximum amount per incident.
- Service guarantees vary and are on the service provider's invoice.

D. Appliance Repairs

- Incidents not attended to on the instruction of a Cell C Home Assist case manager will not be considered after any repair. This means that any and all incidents must be dealt with fully in compliance with the instructions / directives of the Cell C Home Assist case manager. Any repair which deviates from the Cell C Home Assist case manager's instruction / directive shall be summarily repudiated.
- Emergency repairs outside of the domestic dwelling are not included i.e. office premises, public buildings or outbuildings not attached to the main building etc.
- A repair incident is considered per service category.
- Appliances still under warranty are referred to the manufacturer for repair.
- The benefit period is one calendar year, and the benefit does not accumulate, but is a maximum amount per incident.
- Service guarantees vary and are on the service provider's invoice.

E. Deal of the week

- Deals will be procured on an ongoing basis, offering members access to exciting offers and savings across multiple products, brands and categories.
- All product warranty and guarantee information is available on the specific product's page located on the deal platform.
- Products will be delivered within 10 (ten) days from payment being received unless otherwise stated on the product page or via communication from the Supplier.
- Visit the deal platform to see fully detailed terms and conditions.

F. Home Invasion

- Care is taken to have the guard posted within the shortest possible time but services are subject to availability. It may take up to 3 (three) hours during normal traffic within metropolitan areas before a guard is posted.
- This benefit is only available for the member's primary residential premises and is not extended to business premises.
- The benefit may be extended to a secondary residence if specified by the member to our corporate client.
- Shelter as well as toilet facilities must be made available for use by the security guard. Cell C Home Assist reserves the right to withdraw any security personnel in the event of the shelter and toilet facilities not being available.
- The purpose of the service, is to minimise the risk of loss and/or damage to the property as well as injury to any person however, Cell C Home Assist gives no guarantee that it and/or the security personnel shall be able to prevent such loss, damage or injury.

A. Cancellation Rules

- If the customer opts to cancel a Product (at any part of the month), there will be no pro-rata billing.
- Upon cancellation occurring mid-month / ad hoc, the Services provided by the Supplier will terminate on the last day of the cancelling month (ideally after the last bill payment was made).

B. Validity and Expiry

- These Products will continue to be valid as long as Cell C offers the Products and will expire for the customer at the end of the month in which the customer cancels the Service(s).