

# Terms and Conditions

These Terms & Conditions and your schedule form a fixed term contract between you and us. Please read it carefully with the schedule to understand the appliances covered in your plan and contact us if you have any questions.

## Plan Overview

The Care Plan entitles you to an annual health check for each appliance listed on your schedule. If an issue is detected at the time of your health check, or at any other time, we will, at our sole discretion, repair or replace your appliance at no cost to you, subject to these terms. This plan is a contract for services and not covered by insurance regulations or the Financial Ombudsman Service.

## Definitions

**Appliance** means any equipment listed on the plan schedule

**Callout** means any visit by an approved engineer

**Engineer** means any service provider approved by us

**Normal Maintenance** means routine tasks to prevent issues

**Plan Documents** means Terms & Conditions and Schedule

**Repair** means any service to restore good working order

**Schedule** means the personalised section of your plan

**Service** means any service provided in person or virtually

**We/us/our** means the provider of this agreement

**You/your** means the party named on the schedule

## What's Included

### Annual Health Check

Each year you are entitled to a health check for each of the appliances on your schedule. The health check comprises a set of maintenance checks which are designed to help reduce future problems and are carried out in accordance with the manufacturer's guidelines (if available). We may choose to complete a health check in person or virtually.

### Ongoing Support

During the plan term you may receive periodic advice and tips from us to ensure your appliances continue to function correctly. You can call us on 0800 888 6666 (Monday to Friday 9am to 6pm, Saturday 10am to 4pm) throughout the service period if there is a problem with the operation or functioning of your appliances (including setup, technical issues, electrical or mechanical faults). If your appliance fails a health check or any checks that are carried out as part of our ongoing support, we will try to resolve the problem remotely. If we are unable to resolve the problem remotely, we will at our sole discretion, decide to repair or replace the appliance.

### Replacements

If we provide a replacement, it will be of the same or similar make and specification as your existing appliance, however it may not be an exact match. Same or similar specifications include key features such as power, dimensions, fuel type, integrated or freestanding, but it will not always have all of the same features as your existing appliance. The exact replacement offered will depend on factors such as the age of your appliance and the length of time you have been a customer. No guarantee as to the value of the replacement offered can be given and it is entirely at our sole discretion. Delivery, installation or disposal costs are at your expense.

### Pre-Approved Repairs

If we have agreed to cover your appliance with an existing fault, we will pre-approve a free repair callout with a parts limit of £250. If the appliance is unrepairable, we will offer you a replacement which will be chargeable at cost price. Following the repair or replacement, your appliance will then be covered in line with our normal terms.

## What's Not Included

Appliances not listed on your schedule.

Issues covered by any supplier or manufacturer guarantee.

Issues relating to supplier or manufacturer recalls.

Repairs, maintenance or parts not pre-approved by us.

Repairs not undertaken during a callout.

Second opinions on repairs.

Damage during delivery or installation unless caused by us.

Faulty installation or work required to ensure safe access.

Modifying or making an appliance comply with legislation.

Any incidental costs other than those specified.

Cosmetic issues not impacting operation of an appliance.

Consumables which are readily available or non-essential.

Screen repairs including marks or burned screens.

Damage to glass or ceramic surfaces.

Analogue, software interfaces, or gaining access to cables.

Damage to appliances caused by mains utility failures.

Callouts where no fault is found.

Callouts if prior recommended repairs weren't completed.

Appliances with pre-existing faults unless pre-approved.

Issues arising during plan suspension (eg for non payment)

Pollution or hard water-related damages.

### Service Period

The service period begins on the plan start date and continues until the plan end date shown on your schedule, unless ended in accordance with these terms & conditions. A 28-day exclusion period applies in the first 12 months of your plan before you can request any services, unless you have provided evidence of previous cover in which case the exclusion period will be waived.

### How to Request a Service

If it is an emergency call 999 immediately. For suspected gas leaks, call the National Gas Emergency Service.

If you have an issue with any appliance on your schedule outside of your annual health check, contact our Helpdesk. We'll perform a security check, review your plan schedule and take details of the issue. We'll also perform technical checks by phone and may suggest steps you can take to attempt to resolve problems without an engineer visit. If we need to schedule an engineer, we will confirm your availability and access details, or we may, at our option, offer you a replacement without sending an engineer.

### How to Cancel

If you wish to cancel your plan, you, or an authorised representative, must contact us by phone, email, or writing. If you cancel a Direct Debit, but do not let us know, we will contact you to attempt to collect any missed payments.

You have the right to cancel within fourteen days of receiving your documentation and receive a full refund if no services were requested (the "cooling-off period"). After the cooling-off period, you must contact us giving at least thirty days' notice to end this agreement, and you will receive a refund for the remainder of the service period.

You cannot cancel any appliances which have had a repair or a replacement from us within the service period.

With or without fault on your part, we reserve the right to cancel your plan with 14 days' notice, providing a pro-rata refund for the remainder of the service period. We will confirm any such cancellation by email or post to the last address you gave us. If you fail to comply with the conditions in this agreement, we may immediately end your plan and any further services to you.

### How to Renew

We'll notify you by letter or email before your plan expires, outlining renewal terms, changes, or price increases. A cooling-off period of fourteen days applies at renewal.

If we collect payments via Direct Debit or automatic card debiting we'll proceed with renewal unless you notify us at least seven days before expiry that you do not wish to renew.

We reserve the right not to offer you a renewal on your plan.

### How to Pay

Your schedule shows your payment details. Services will be suspended if you miss a payment or if any details you have provided are incorrect, until any missing payments are repaid, or incorrect details are updated.

## General Conditions

These conditions apply to all services described herein.

### Our Contract with You

Our acceptance of your application to purchase a plan will take place when we send your plan documents, at which point a contract will exist between you and us.

The price of the plan will be the price stated in your welcome letter. We take reasonable care to ensure the price advised to you is correct. Over time the price may increase due to inflation or other factors. We will always advise you at renewal of any price increases for the following year.

If you pay by Direct Debit, you must make regular payments in accordance with your schedule. If we are unable to collect a payment from your bank, we may attempt to request it again unless you advise us otherwise.

If you choose to pay for the entire service period in one payment, or we require you to do so as a condition of taking out the plan, you must do this before the plan starts.

We will always aim to resolve issues fairly and transparently. In the event of a dispute, our decision will be considered final and binding, except where otherwise required by law.

**Your Responsibilities**

We may refuse service if you do not fulfil your responsibilities, and charges may be applied if no fault is found, or if we are unable to perform services due to access or safety issues.

**You must:**

- Report issues promptly and provide information requested.
- Be at least 18 years old and a resident in the United Kingdom.
- Ensure appliances have no pre-existing faults.
- Perform normal maintenance according to instructions.
- Ensure installation and usage in line with instructions.
- Take reasonable preventative measures when leaving home.
- Ensure any appliances are exclusively for domestic use, for a single household, and at the specified address.
- Ensure appliances are accessible and meet safety standards.
- Notify us of, and provide certificates for, any work to make appliances safe and easy to access.
- Ensure that content stored does not violate legal standards.
- Grant timely access to your premises for service.
- Adhere to specified payment timelines.
- Pay delivery, installation and disposal for replacements.
- Gain approval from us in advance if using your own engineer.

**Changes to these Terms and Conditions**

We can, at any time and after taking a fair and reasonable view, modify or replace these terms and conditions to: comply with the law, regulations, industry guidance or codes of practice; rectify errors or ambiguities; and make changes in the scope or nature of the services provided to you. Where possible, we will give you advance notice of changes and/or an opportunity to cancel if you disagree with the changes.

**Transferring Your Plan to a New Owner**

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan. With our permission you may transfer your plan to a new owner by giving us their name and details by telephone or in writing.

**Severance**

Each of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Governing Law and Statutory Rights**

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau.

**How to Complain**

If you wish to complain, please contact Helpdesk. If you are not satisfied with how we respond you can ask your local Trading Standards office to review your case. Their details can be found on the website of the Chartered Trading Standards Institute (CTSI).

**Protecting Your Personal Data**

We are the Data Controller for the data you provide to us. We need to use your data to arrange your plan and associated products and for marketing purposes. Please let us know if you would prefer not to receive marketing information from us.

You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies & databases and regulators.

We process all data in the UK but when we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure your data privacy.

To protect our legal position, we will retain your data for a minimum of 7 years after the expiry of your plan. Our full privacy policy is available on our website.

We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we've handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can write to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or by phoning 0303 123 1113.

**Company Information**

This plan is provided by Zest Plan, a trading name of Home Appliance Guard Ltd. Registered in England and Wales. Company No. 05927936. Registered office: 3 Poole Road, Bournemouth, BH2 5QJ.

**Customers with Disabilities**

**We offer a number of services for customers who have disabilities including providing our documents in braille, large print or audio formats. For further information please contact us.**

**The Direct Debit Guarantee**



This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, we will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request us to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by us or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when we ask you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.