# **Zest Membership Terms & Conditions**

This document includes the Terms & Conditions of your Zest Membership and your Membership Schedule. Please contact us if you have questions or wish to increase your level of membership to care for additional appliances.

#### Overview

The Zest Membership entitles you to free engineer callouts and discounted parts, replacements and related services. Please check your schedule for your membership level and the appliances that you have on plan.

## **Membership Levels**

# Premium (£19.95 per month or £219.45 per year)

- Care for up to 7 appliances
- Up to 3 free engineer callouts per year
- 30% off subsequent engineer callouts
- · 20% off appliances and replacement parts
- · 20% off delivery, installation and removal

#### Standard (£14.95 per month or £164.45 per year)

- Cover for up to 5 appliances
- Up to 2 free engineer callouts per year
  25% off subsequent engineer callouts
- 15% off appliances and replacement parts
- 15% off delivery, installation and removal

# Basic (£8.95 per month or £98.45 per year)

- Cover for up to 3 appliances
- 1 free engineer callout per year
- 20% off subsequent engineer callouts
- 10% off appliances and replacement parts
- · 10% off delivery, installation and removal

# **Key Information**

# How to Request a Service

For suspected gas leaks, call the National Grid on 0800 111 999.

If you have an issue with any appliance on your schedule, contact our UK Helpdesk free on 0800 888 6666. Calls may be recorded for quality and training purposes.

We'll perform a security check, review your information, and take details of the issue.

We'll also perform technical checks to attempt to resolve the problem by phone.

If a callout is required, we will schedule an engineer to visit your home. If we are unable to repair the appliance, we will offer you a replacement. Please let us know if you have specific criteria you would like us to source for you.

#### How to Cancel

You have the right to cancel within fourteen days of receiving your documentation and receive a full refund if no services were given.

If you cancel a Direct Debit, but do not let us know, we will attempt to collect any missed payments.

## Definitions

**Appliance** means any domestic appliance included in your membership.

**Beyond Economic Repair** means the cost to repair exceeds replacement value, or damaged beyond repair, or spare parts are unavailable (as determined by us).

**Callout** means a visit by an approved engineer to perform services at your property.

**Engineer** means any person or company approved by us to provide services.

Membership means these Terms & Conditions and your schedule.

**Repair** means any repair, including labour and materials, to restore good working order.

Schedule means the personalised section of your plan documents.

 $\textbf{Service} \ \text{means services including inspection, advice, maintenance, repair, or replacement.}$ 

We/us/our means Zest Plan.

You/your means the party named on the schedule.

#### Services

- 1.1 You can access the following services for appliances listed on your schedule.
- 1.2 You must notify us of the appliances you wish to include in your membership.

#### **Engineer Callouts**

- 2.1 You are entitled to free engineer callouts according to your membership tier.
- 2.2 Once your free callouts have been used, you are entitled to an unlimited number of subsequent callouts at your discount rate.
- 2.3 The discount will be applied to the current callout rates for non-members, which can be found on our website.

#### Replacement Parts

- 3.1 Parts required to complete any repair will be charged at your discount rate.
- The discount will be applied to the Recommended Retail Price of the parts.
- 3.3 All repairs include a 6-month warranty on the repair and parts used.

#### Replacement Appliances

- 4.1 If an appliance listed on your schedule is beyond economical repair, we will offer a replacement, or can source one of your choice, at your discount rate.
- 4.2 The discount will be applied to the Recommended Retail Price of the appliance.

# **Upgrades and New Appliances**

- 5.1 You can contact us at any time to source an upgraded or new appliance at your discount rate, even when no repair is needed.
- 5.2 Upgraded or new appliances only receive a discount if the type of appliance is listed on your schedule.

## **Additional Services**

- 6.1 Any services related to a replacement, upgrade or new appliance, including delivery, installation, and disposal, will be charged at your discount rate.
- 6.2 Discounts will be applied to the current charges for non-members, which can be found on our website.

# **General Conditions**

- 7.1 These terms and conditions are subject to change. Any changes will be communicated to you in writing.
- 7.2 Our acceptance of your application to purchase membership will take place when we send these Terms & Conditions, at which point a contract will exist between you and us
- 7.3 The price of the membership (which includes VAT) will be the price stated in your welcome letter. We take reasonable care to ensure the price advised to you is correct.
- 7.4 If you pay the fees 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 request payment again unless you advise us otherwise.
- 7.5 If you choose to pay annually, or we require you to do so as a condition of taking out the membership, you must do so before the membership starts.

- 7.6 This membership is only for your benefit. No rights or benefits will be given to any other third party. With our permission you may transfer your membership to a new owner by giving us their name and contact details.
- 7.7 Membership fees are non-refundable.
- 7.8 Your membership begins on the date shown on your schedule.
- 7.9 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.
- 7.10 If you fail to comply with the conditions in this agreement, exposing us to potentially significant prejudice, we may immediately end your membership and any further services to you.
- 7.11 With or without fault on your part, we reserve the right to cancel your membership with fourteen days' notice.
- 7.12 We will confirm any such cancellation by email or post to the last address you gave us.
- 7.13 We'll notify you by letter each year outlining any changes or price increases and will continue to collect payments until you notify us of any cancellation.
- 7.14 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.
- 7.15 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 proposed changes and/or an opportunity to cancel if you disagree with the changes.
- 7.16 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: www.adviceguide.org.uk or 03454 04 05 06.

# Your responsibilities

- 8.1 You must be at least 18 years old and a resident in the United Kingdom.
- 8.2 You must ensure appliances are exclusively for domestic purposes, for a single household, and located at the address on the schedule.
- 8.3 You must ensure appliances are accessible and meet safety standards.

#### How to complain

- 9.1 If you wish to complain, please contact Helpdesk.
- 9.2 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

- 10.1 We are the Data Controller for the data you provide to us. We need to use your data to arrange your membership and for marketing purposes.
- 10.2 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 and databases and regulators.
- 10.3 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.
- 10.4 To protect our legal position, we will retain your data for a minimum of 7 years after your membership. Our full privacy policy is available on our website.
- 10.5 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.
- 10.6 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

11.1 The Zest Membership 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 zest. will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request zest. 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 zest. 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 zest. asks 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.