

# Maintenance & Support Plan 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 items covered in your plan and contact us if you have any questions.

## Plan Overview

Your maintenance & support plan entitles you to an annual health check on your key appliances, as well as, repairs, including parts and brand-new replacements as required, to keep your home running. We look after your appliances and technology, managing all aspects of your callout including inspection, diagnosis and repairs by our network of engineers, with guaranteed replacements. Think of us like you would a landlord of a rental property – we look after your home. If something goes wrong, we fix it, subject to these terms.

This plan is a contract for services and not covered by insurance regulations or the Financial Ombudsman Service.

## How to Request a Service

If you have a life-threatening emergency call 999 immediately. For suspected gas leaks, call the National Gas Emergency Service.

If you have an issue with any item listed on your schedule, outside of your annual health check, contact our Helpdesk to report the problem.

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.

## 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 will apply 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.

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.

If you fail to comply with the conditions in this agreement, exposing us to potentially significant prejudice, we may immediately end your plan and any further services to you.

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.

## How to Cancel

If you wish to cancel your plan, you, or an authorised representative, must contact us by telephone, email, or in 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 pro-rata refund for the remainder of the service period. This will not apply if you have received any services from us, and a charge will be levied equivalent to any unpaid instalments for the remainder of the service period.

## 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 will not renew.

We may automatically renew your plan for twelve months when you add any items to your plan and following any replacement that you have received from us. In this case, the cooling-off period will not apply.

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

## How to Pay

Your schedule shows your payment details.

If you miss a payment your plan may be suspended until it's collected. We will notify you of any overdue payments as they occur.

## What's Included

### Annual Health Check

Each year we will endeavour to provide a health check on the appliances listed 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).

### Ongoing Support

During the plan term you may receive periodic advice and tips from us in order to ensure your items continue to function correctly. You can also access our online support portal which has tips and advice.

In addition, you can call us on 0800 888 6666 (Monday to Friday 8am to 6pm, Saturday 8am to 5pm) throughout the duration of the plan term if there is a problem with the operation or functioning of your items (including a problem with setup, technical issues, electrical or mechanical faults).

If your appliance fails the annual health check or any checks that are carried out as part of our ongoing support, you can call us and we will try to resolve the problem remotely. If we are unable to resolve the problem remotely we will approve an onsite visit from an approved engineer to get your appliance working correctly again.

### Replacements

If we deem any item to be beyond economical repair, we will provide a replacement, which will depend on your cover level.

#### Standard care

This will not always match the brand and specification of the item under cover. We will offer you a free replacement with the same key specs such as colour, dimensions, spin speed, fuel type, screen size or other key features such as integrated or free standing, but it will not always have the same features as your existing item. The exact replacement offered will depend on factors such as the age of your item 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 discretion. We will always offer a like-for-like and/or an upgraded option with a required contribution from you. The amount you would need to contribute will depend on factors such as the age of your item and the length of time you have been a customer. Any delivery, installation or disposal costs are at your expense.

#### Premium care

This will provide you with a like-for-like replacement. All efforts will be made to find a replacement that matches the exact brand and specs of your item, up to the value you paid for it. If the exact match is more than your purchase value then you will be asked to contribute the difference, or we will supply a replacement that best matches the brand and specification up to the purchase price for free. Once your item goes beyond 10 years the charge for premium care will be removed and you will have standard care on the item. Delivery, installation and disposal costs are paid for by us.

## What's Not Included

Any item not listed on your schedule.

Replacement of any item covered by manufacturer, supplier or engineer guarantee.

Replacement or recall of an item (or part) by a supplier or manufacturer.

Repairs, maintenance, or use of spare parts, where not approved by us.

Repairs not undertaken during the callout, or second opinions on repairs.

Damage during delivery or installation unless caused by us or our partners.

Faulty installation or work that is required to ensure safe access.

Modifying or making an item comply with legislation.

Any incidental costs other than those specified.

Cosmetic damage such as damage to paintwork, dents or scratches.

Consumables which are readily available or non-essential.

Screen repairs, marks on the screen, or burned screens.

Damage to glass or ceramic surfaces.

Costs related to analogue transmission, software interfaces, or gaining access to cables.

Damage to items caused by mains utility failures.

Callouts where no fault is found or intermittent or recurring faults.

Damage relating to defective parts due to design faults or wear and tear.

Subsequent callouts if previous recommended repairs weren't completed.

Any issue arising before the service period or while your plan is suspended.

Pollution-related damages or damages due to hard water scale.

## Definitions

**Item** means any appliance or technology included in the plan.

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

**Beyond Economical Repair** means the repair cost exceeds replacement value, unrepairable, or parts are unavailable (as determined by us).

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

**Normal Maintenance** means the regular performance of tasks to prevent equipment or systems from failing.

**Plan Documents** means the Terms & Conditions and your Plan Schedule.

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

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

**Service** means any service provided including inspection, advice, maintenance, repair, or replacement.

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

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

## General Conditions

These conditions apply to all services described in this document.

### 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 factors such as the age of the items on cover. 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 pay this amount before the plan starts.

### Your Responsibilities

Your claim may not be accepted, and you may not be reimbursed for costs incurred if you do not fulfil these responsibilities. Charges may apply if we are unable to perform services due to inaccessible or unsafe conditions, or if no fault is found.

#### You must:

- Be at least 18 years old and a resident in the United Kingdom.
- Ensure any items are in working order at the start date of the plan.
- Perform normal maintenance according to manufacturer instructions.
- Ensure installation and usage in line with manufacturer instructions.
- Take reasonable preventative measures when leaving your home.
- Ensure any items are exclusively for domestic use, for a single household, and at the specified address.
- Ensure that any item meets safety standards and is easy to access.
- Notify us of, and provide certificates for, any work to make items safe and easy to access.
- Ensure that content stored on any item does not violate legal standards.
- Grant timely access to your premises for service.
- Adhere to specified payment timelines.
- Pay for delivery, installation and disposal charges if you have accepted a replacement (these charges will be paid by us if you have premium care).
- 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 proposed 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 contact details over the 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.