

# Fixed Price Repair

## Terms & Conditions

**zest.**

**Fixed Price Repair**

0800 058 1201

### FIXED PRICE REPAIR TERMS AND CONDITIONS

1. This Fixed Price Repair product meets the demands and needs of those people who want a faulty Appliance repaired and know what the cost of that repair will be at the outset - the fixed cost
2. **WHO WE ARE:**
  - 2.1. We are Zest. and we are registered in England and Wales our company number is 05927936 and our registered office is 3 Poole Road, Bournemouth, BH2 5QJ
3. **HOW TO CONTACT US:**
  - 3.1. Freephone helpline: 0800 058 1201
  - 3.2. Email: repair@zestplan.com
  - 3.3. Post: Zest, 3 Poole Road, Bournemouth, BH2 5QJ
  - 3.4. Our office is open 9am to 5pm Monday to Friday and Saturday 10am to 4pm; we are not open on any public holidays.
  - 3.5. Your telephone calls may be recorded to monitor and improve the quality of the service we provide.
4. **WHAT IS INCLUDED?**
  - 4.1. The Fixed Price Repair fee includes VAT and the cost of:
    - 4.1.1. Call-out
    - 4.1.2. Evaluation
    - 4.1.3. Labour
    - 4.1.4. Parts (to a maximum value of £250.00)
    - 4.1.5. Full testing and a professional safety check.
    - 4.1.6. Repair of a single fault as entered in the "Description of Fault" box on your original quotation form or the single fault you described during the quotation call
5. **WHAT IS NOT INCLUDED?**
  - 5.1. Appliances installed in Commercial premises and/or Commercial appliances.
  - 5.2. Appliances situated in vehicles, caravans, or boats.
  - 5.3. Glass or ceramic hob tops.
  - 5.4. Food loss or spoilage, or damage to clothing.
  - 5.5. Repairs as a result of misuse, negligence or poor installation.
  - 5.6. Faults which are due to a generic manufacturing defect.
  - 5.7. Repairs as a result of appliances being affected by flood damage or infestation.
  - 5.8. Repairs to appliances which have not been installed or maintained in accordance with the manufacturers' recommendations.
  - 5.9. Appliances which differ from the details used to obtain the quote, including the age of the appliance.
  - 5.10. Appliances over 8 years old where the parts are found to be obsolete.
  - 5.11. If our Repair Agent visits and finds that your repair falls into any of the above categories, we reserve the right to cancel the repair and In such instances we will refund you the original Fixed Price fee paid less a call out / administration charge of 60% of the Fixed Price fee paid.
  - 5.12. Repairs to Gas Appliances such as cookers, ovens and hobs and refrigerant systems.
6. **YOUR FIXED PRICE REPAIR APPOINTMENT**
  - 6.1. On acceptance of your appointment and acceptance of our terms and conditions your payment method will be charged. The appointment will not be confirmed until this payment has been received.
  - 6.2. You will receive an email or postal confirmation of your Fixed Price Repair and your invoice.
  - 6.3. We or our approved Repair Agent will contact you to arrange the appointment date to then assess your appliance and carry out the repair to the appliance.
  - 6.4. Our approved Repair Agent will call out on the agreed date and carry out the repair to your appliance. If any part(s) are required, the Repair Agent will usually order the part(s) within 1 working day of the call out.
  - 6.5. If the parts required are in stock, they will be delivered to the Repair Agent within 2 working days of the order being placed.
  - 6.6. If the part(s) are not in stock or cannot be delivered to the Repair Agent within 2 working days, we will arrange to obtain the part(s) from our suppliers and will keep you informed of progress (normally via phone). As soon as the part(s) are available our Repair Agent will contact you to arrange a new appointment date to complete the repair.
  - 6.7. All repairs will require full and easy access to the appliance (e.g. able to be moved from under a work surface without damaging the surrounding fascia). If your appliance cannot be easily accessed to facilitate the repair, we reserve the right to abort the repair. In such instances we will refund you the original Fixed Price fee paid less a call out / administration charge of 60% of the Fixed Price fee paid.
  - 6.8. Parking that gives reasonable access to your property must be provided for the Repair Agent. If the parking is pay and display or permit controlled, it is your responsibility to arrange for the Repair Agent to park free of charge for the duration of his visit.

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### 7. CHANGING OR CANCELLING YOUR APPOINTMENT

- 7.1. You may change or cancel your appointment date at any time up to 15:00 on the day before the original agreed call out date. If you wish to change or cancel your appointment, please call us. In this case you will receive a full refund.
- 7.2. If you cancel the Fixed Price Repair at any time after 15:00 on the day before the agreed appointment date, we will refund you the original Fixed Price fee paid less a call out / administration charge of 60% of the Fixed Price fee paid.
- 7.3. If our approved Repair Agent cannot gain access to the appliance on the agreed appointment date you will be charged 60% of the Fixed Price fee paid, with the balance of the fee paid refunded to you.
- 7.4. If we or our approved Repair Agent has to change or cancel your selected appointment date and any alternative date offered is unacceptable to you, we will give you a full refund of the Fixed Price Repair fee paid.
- 7.5. If you wish to cancel whilst your repair is in progress, for example, the Repair Agent has visited once but will need to return to complete the repair, we will refund you the original Fixed Price fee paid less a call out / administration charge of 60% of the Fixed Price fee paid, provided no parts have been fitted. If parts have been fitted, you will not be eligible for a refund.

### 8. IF WE CANNOT REPAIR YOUR APPLIANCE

- 8.1. Your right to cancel may be exercised in writing or in another durable medium by contacting us. For ways to contact us please see the Contact Us Section.
- 8.2. In a few instances the required part(s) may not be readily available from our suppliers and may have extended lead times where they require sourcing from abroad.
- 8.3. If after a period of 4 weeks, beginning from the first call out, the required part(s) is / are still outstanding, and the appliance is inoperable either party has the right to cancel the Fixed Price Repair. In this case you will be entitled to receive a full refund of the original fee paid. This can be arranged by calling our Customer Service Department.
- 8.4. If it is found that your appliance doesn't contain R600a gas and the Repair Agent is required to work on the gas system, we will be unable to complete the repair. In this instance we will refund you the original Fixed Price fee paid less a call out / administration charge of 60% of the Fixed Price fee paid.
- 8.5. We reserve the right to cancel a Fixed Price Repair if on evaluation or during the repair:
  - 8.5.1. We estimate that the cost of parts required is greater than £250. ([www.connect-distribution.co.uk](http://www.connect-distribution.co.uk))
  - 8.5.2. If the required parts are found to be obsolete.
  - 8.5.3. If the Repair Agent deems the appliance un-repairable. In these instances, we will refund you the original Fixed Price fee paid less a call out / administration charge of 60% of the Fixed Price fee paid.
- 8.6. The Fixed Price Repair is guaranteed to cover the initial fault for 3 months from the date the repair is completed.
- 8.7. If your appliance fails with the same fault as detailed in your initial repair, we will arrange to send the original service provider back to you at a mutually convenient time at no extra cost. In the event of the fault re-occurring during the guarantee period please call our Customer Service Department.
- 8.8. If we have arranged for a Repair Agent to re-visit but you subsequently wish to cancel you may do so up to 16:00 on the day before the agreed call out date. If you wish to cancel after this time or during the repair, you will be charged 60% of the Fixed Price fee paid, which will be charged to the payment method. Calls made directly to the Repair Agent to request a re-visit are not covered under this guarantee.
- 8.9. This guarantee does not cover any subsequent unrelated breakdown / fault(s) to the appliance. If you request a Repair Agent re-visit and an alternative fault is found and you wish to continue with the repair, you will be given the option to purchase an additional repair at the original rate.
- 8.10. The guarantee becomes invalid if the appliance is not used in accordance with manufacturer guidelines, moved within the property or to a new address.

### 9. OTHER INFORMATION

- 9.1. We store the contract's contents and will send you details of your order as well as our general terms via email.
- 9.2. We aim to repair a wide range of kitchen appliances, but the manufacturer, appliance type, model and age will have a major influence on whether we can promptly obtain replacement part(s) and ultimately complete the repair. It should also be noted that once a specific appliance is no longer made the manufacturer will only retain replacement parts for a given period.
- 9.3. If you have a complaint regarding your Fixed Price Repair, please email [repair@zestplan.com](mailto:repair@zestplan.com) quoting your Job Number and giving a brief description of your grievance. We will respond within 2 working days.
- 9.4. Write to us at: Zest, 3 Poole Road, Bournemouth, BH2 5QJ.

**10. USE OF THE ZEST. WEBSITE**

**10.1.** Zest is a trading name of Home Appliance Guard Limited whose registered office is: Zest, 3 Poole Road, Bournemouth, BH2 5QJ.

**10.2.** The web site contains trademarks, including the zest. name and logo which belongs to Home Appliance Guard Limited. You may use this web site and the material contained in this web site (including any trademarks) as set out below:

**10.2.1.** You may:

**10.2.1.1.** Access any part of the web site

**10.2.1.2.** Print off one copy of any individual page for your personal use only.

**10.2.2.** You may not:

**10.2.2.1.** Copy (by printing off onto paper, storing on disc or in any other way), distribute (including distributed copies), alter or tamper with in any way or otherwise use any material contained in the web site except as specifically permitted above.

**10.2.2.2.** Copy, distribute or otherwise use any material from the web site for any commercial purpose.

**10.2.2.3.** Remove any copyright, trademark or other intellectual property notices contained in the original material from any material copied or printed off from the web site.

**11. POSTAL ADDRESS**

**11.1** Write to us at: Zest, 3 Poole Road, Bournemouth, BH2 5QJ.

**12. LINKS TO EXTERNAL WEB SITES**

**12.1.** The zest. web site includes links to external web sites. These links are provided to help you find additional information quickly and easily. Zest. and Home Appliance Guard Limited accept no responsibility for the content of these web sites.

**13. GENERAL DISCLAIMER**

**13.1.** Zest. has done its best to ensure the accuracy of the material contained in this web site but makes no express or implied warranties or representations about any of the content of this web site. Zest. accepts no responsibility for loss or damage which may arise from reliance on information or advice contained in this web site and shall not be liable for any typographical or other errors or emissions within the material contained in this web site.

**14. AMENDING THESE TERMS & CONDITIONS**

**14.1.** We reserve the right to change these terms and conditions at any time and without notice. Any such changes will take effect when posted on the website and it is your responsibility to read these terms each time you place a booking. By placing a booking, you are indicating your acceptance to be bound by the latest terms and conditions. A full copy of the current terms and conditions is available by applying in writing to Customer Service Department, Zest, 3 Poole Road, Bournemouth, BH2 5QJ.

**15. COMPLAINTS**

**15.1.** If you are not happy with your Fixed Price Repair please call on 0800 058 1201, alternatively email repair@zestplan.com quoting your postcode and a description of your dissatisfaction we will aim to respond to you within two working days to try to resolve your complaint.

**16. DATA PROTECTION**

**16.1.** Your personal information will be held and used by zest. and our Service Providers/Repair Agents to enable us to fulfil the contract to undertake the repair to your appliance, or arrange a replacement appliance and to provide us with relative technical information.

**16.2.** We may also use your data for training, monitoring and testing purposes.

**16.3.** We may pass your data to any relevant regulator or dispute resolution provider.

**16.4.** If you have given us permission, your details may also be used by us to market and promote other complimentary products, services and solutions by mail, telephone or email. If you no longer want your data to be used by us for marketing purposes and you have not already notified us please write to The Data Manager, Zest, 3 Poole Road, Bournemouth, BH2 5QJ

**16.5.** We, the service providers / Repair Agents, relevant regulators or dispute resolution providers (if applicable) may contact you by mail, telephone or email regarding your repair.

**17. GOVERNING LAW AND STATUTORY RIGHTS**

**17.1.** We will communicate in English and English Law will apply unless we have agreed otherwise with you. Nothing in these terms and conditions will reduce or affect your statutory rights; for further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.