

# Terms and Conditions

If your product, as specified in the Confirmation Schedule, suffers a mechanical or electrical failure during normal use we will replace it with a product of the same or equivalent specification. If no replacement is available, we will either issue a cheque or arrange a credit to the account through which the product was purchased, up to the Market Value. For the purposes of this Extended Service Plan Agreement Market Value means the original price less 20% if failure occurs between 12 and 24 months from purchase date and less 1% per month thereafter.

An assistance Helpline is available 24 hours a day for 365 days a year for emergencies at home, via a large network of approved and regularly monitored contractors. Typical examples of such emergencies would include storm damage, broken windows and burst pipes. Call 0117 934 0118 quoting scheme no.

HL/3465958 and you will be put in touch, either directly or on your behalf, with an appropriate contractor within your area. The Helpline service is free from the Issue Date of this Extended Service Plan Agreement as detailed in the Confirmation Schedule. You will be required to meet the cost of all emergency repair services.

The cost of Extended Service Plan is inclusive of applicable Value Added Tax

## How to request our services

Breakdown First check that all electrical connections are in working order. Then, if after consulting the manufacturer's handbook you still require assistance, then contact us on the Service Helpline 0844 391 4025 (Monday - Friday 8.30am - 8.00pm,

Saturday 9.00am - 1.00pm). We will send you a form to complete. Please fill in this form and return it together with the product to our service centre shown on the form within 30 days. We shall inspect and confirm that the product is faulty, and send you a replacement product.

Enquiries If you have any queries regarding the Extended Service Plan Agreement then call us on the Service Helpline. If you have your Extended Service Plan Agreement ready your enquiry can be dealt with speedily. Extended Service Plan will provide the following services within the United Kingdom:

1. If the Agreement Type, as specified in the Confirmation Schedule, is 'Repair or Replacement' and your product, as specified in that Schedule, suffers a mechanical or electrical failure during normal use:-
  - i. We will endeavour to repair the product at no cost to you, up to the original purchase price paid for the product, which includes, either labour and call out charges or labour, call out and part charges, depending on the manufacturer's guarantee.
  - ii. If your product cannot be repaired within 6 weeks of authorisation of repair from the Service Helpline, it will be replaced with a product of the same or similar specification.
  - iii. We will replace it with a product of the same or equivalent specification if we decide your product is uneconomical to repair, the parts are no longer available or the cost of the repair will exceed the Market Value of the product.
  - iv. If you are entitled to a replacement under ii. or iii. above and no replacement is available, we will either issue a cheque or arrange a credit to the account through which the product was purchased up to the Market Value. For the purposes of this Extended Service Plan Agreement, 'Market Value' means the original purchase price less 20% if failure occurs within 12 and 24 months from the purchase date and less a further 1% per month thereafter (12% per annum).
2. If the Agreement Type, as specified in the Confirmation Schedule is 'Replacement' and your product, as specified in that Schedule, suffers a mechanical or electrical failure during normal use, we have a special fast track procedure whereby we shall replace it with a product of the same or equivalent specification. If no replacement is available, we will either issue a cheque or arrange a credit to the account through which the product was purchased up to the Market Value. For the purposes of this Extended Service Plan Agreement, 'Market Value' means the original purchase price less 20% if failure occurs within 12 and 24 months from the purchase date and less a further 1% per month thereafter (12% per annum).
3. An assistance Helpline is available 24 hours a day for 365 days a year for emergencies at home, to put you in contact with one of a large network of approved and regularly monitored contractors. Typical examples of such emergencies would include storm damage, broken windows and burst pipes. One call and you will be put in touch, either directly or on your behalf, with an appropriate contractor within your geographical location. The Helpline service is free from the Issue Date of this agreement, as detailed in the Confirmation Schedule. You will be required to meet the cost of all emergency repair services.
4. Your Confirmation Schedule will identify both the initial duration (including the manufacturer's guarantee period) and whether this Extended Service Plan Agreement is extendable. If it is extendable then at the expiry of the initial term, we shall extend this agreement for a further period(s) up to the 8th year after the date of delivery subject to an extended offer being available and receipt from you of an additional payment(s). We shall advise you at the relevant time of the duration and payment options. If you choose not to make the payment to extend the agreement, then it shall terminate at the end of the period you have paid for. If this Extended Service Plan Agreement is not extendable, then it will simply last for the duration as set out in your Confirmation Schedule. Details on how to request our services are included on your Confirmation Schedule and form part of this Extended Service Plan Agreement.

## What Services And Associated Costs Are Not Included?

1. Repair or replacement costs due to failure caused by:
  - 1.1 Use other than domestic use by you or members of your family residing with you.
  - 1.2 Accidental damage, any wilful act or neglect.
  - 1.3 Not following the manufacturer's instructions.
  - 1.4 Repairs carried out by persons not authorised by us or without our prior approval.
  - 1.5 Failure of the fuse, plug or public electricity supply.
  - 1.6 Incorrect or faulty installation (including faulty software).
  - 1.7 The weather such as lightning, flood and high winds.
  - 1.8 Any loss or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.
2. Repair or Replacement Costs for:
  - 2.1 Failure which is included under the manufacturer's guarantee.
  - 2.2 Any routine maintenance, adjustments, cleaning, de-scaling, blockage removal, tuning, realignment, modification, installation or transit.
  - 2.3 Work because of a manufacturer's recall of the product or through routine maintenance.
  - 2.4 Consumer replaceable items including, but not limited to, batteries, styli, light bulbs, hoses, belts, tools, attachments and disposable bags.
  - 2.5 Cosmetic items not affecting the normal usage of the product including, but not limited to, damage to cabinet trim and scratches.
  - 2.6 Damage caused by scratching, chipping, staining, rust, corrosion or limescale.
  - 2.7 Damage to aerial sockets, caused by loss or surge of power or application of an incorrect power supply.
  - 2.8 Loss or damage to additional free goods supplied with your product as part of a sales promotion.
  - 2.9 Damage caused by foreign objects or substances normally associated with the product.
  - 2.10 Theft.
  - 2.11 Compensation for loss of use or any consequential loss caused directly or indirectly by the product.
  - 2.12 Satellite system repairs caused by weather damage to satellite antennae, failure of the television set or realignment of satellite antennae.
  - 2.13 The expense of a service call where no fault had been found after inspection.

## Limitations

1. You can transfer the benefits of your Extended Service Plan Agreement by obtaining permission from, or register a change of address by forwarding this Extended Service Plan Agreement to, Extended Service Plan Limited, c/o Customer Services Dept., Aintree Innovation Centre, Park Lane, Netherton, Liverpool, L72 1LD or on telephone number 0844 822 4676.
2. You may cancel the Extended Service Plan Agreement within 60 days of purchase and obtain a full refund of the fee paid providing no services have been provided. Thereafter, you will receive a proportionate refund based on the unexpired period remaining. You can do this by returning this Extended Service Plan Agreement or by sending your request to cancel in writing, to Customer Service Dept., Aintree Innovation Centre, Park Lane, Netherton, Liverpool, L72 1LD or on telephone number 0844 822 4676.
3. If your product cannot be repaired the Extended Service Plan Agreement will terminate after replacement or any other settlement and The Warranty Group Services (Isle of Man) Limited may take possession of the original product and dispose of it.
4. The home emergency assistance Helpline is free from the Issue Date of this Extended Service Plan Agreement, should you wish to cancel or if the goods are replaced or the Extended Service Plan Agreement is terminated for any other reason the Helpline service will cease. You are responsible for the cost of call-out charges, or cost of work carried out for emergency repairs including but not limited to, broken windows, storm damage or burst pipes. We are not liable for any defect in the work carried out by, or the actions of, any contractor recommended by Assistance Helpline or for any costs associated with the emergency repairs.
5. The Extended Service Plan Agreement will be terminated without refund in the event of fraud or misinformation.
6. The Extended Service Plan Agreement is subject to English Law.

## How to Complain

In the unlikely event that you are dissatisfied with anything related to the Extended Service Plan Agreement, in the first instance contact Customer Services Dept., Extended Service Plan, Aintree Innovation Centre, Park Lane, Netherton, Liverpool, L72 1LD. You may also contact the Provider of the Extended Service Plan Agreement The Warranty Group Services (Isle of Man) Limited at the address below:

None of the above effects your right to legal action.

This Extended Service Plan Agreement is provided by: The Warranty Group Services (Isle of Man) Limited, St Georges Court, Upper Church Street, Douglas, Isle of Man, IM1 1EE, Registered number 94279C.

Service requests will be administered by Shop Direct Finance Company Limited. All communications with our customers will be in English.