



## **Extended Warranty Terms & Conditions**

### **Terms and Conditions for the protection plan**

#### **Your Plan Benefits**

You are entitled to call our store to receive help if your equipment is not working.

If your equipment suffers:

- i. a mechanical or electrical breakdown outside the supplier's or manufacturer's guarantee period;

and our customer services team are not able to resolve the problem we will, in our discretion, decide whether to approve a repair, and then pay for the parts and labour cost of repair, or may replace or pay the cost of replacing your equipment, in each case subject to the terms and conditions below.

#### **Terms and Conditions General**

1. There is no limit to the number of repairs to your equipment which can be approved during the period of your plan.
2. Repair work authorised by us will be carried out during our repairers' normal working hours only, which are typically Monday - Friday, 9am to 5pm.
3. Applications for repairs of equipment will only be considered where the equipment is no longer covered by any supplier's, manufacturer's or repairer's guarantee for call-out and labour charges.
4. You must operate your equipment in line with the manufacturer's instructions and must not modify it.
5. Your equipment must not have been lost, stolen, misused, neglected, poorly installed, subject to malicious damage, or damage caused by fire, explosion, floods, lightning, storms, frost or other bad weather conditions, rust, corrosion or water.
6. Your equipment must not be subject to a current recall either by us, the supplier or the manufacturer.
7. Your equipment must be used in a domestic environment. Equipment used in a non-domestic or commercial environment must be subject to our prior approval in writing.
8. Your equipment must be repaired within the United Kingdom, unless we agree otherwise in writing.
9. You are liable for the cost of repairs if there is no fault found with the equipment, or to the extent that it requires routine maintenance, cleaning, servicing, cosmetic repairs (e.g. damage to paintwork, dents or scratches) or where there is any problem with the supply of electricity, gas or water.
10. Payment will not be approved for costs arising from being unable to use your equipment (e.g. food spoilage) or for any other loss or damage not included under your plan benefits which

arises from the breakdown of your equipment, including any costs to remove or reinstate built-in or fitted equipment.

11. If, when you require breakdown service, there is any other service agreement or an insurance policy under which you are entitled to claim, we may only pay an appropriate proportion.
12. We recommend you back up or store any data/files on a regular basis as we will not restore any data/ files in the event of your product requiring a repair.
13. The plan does not include:
  - the failure of the equipment to operate correctly caused by the withdrawal of services by a third party.
  - software (including operating systems) loss or failure.
  - damage or failure of the equipment due to: a software virus; the configuration of user settings; or the process of backing up or recovery of data; loss, corruption or damage to data or operating system.
  - replacement of consumer durables (e.g. batteries, seals, light bulbs and fuses).
  - accessories unless we agree otherwise in writing.

### **Replacement Equipment**

1. If a repair is approved, we may replace your equipment with new equipment of the same or similar make and specification, if we decide not to repair it.
2. If we cannot reasonably arrange a replacement we may decide to pay you a contribution towards the cost of the new equipment. Usually this will be vouchers redeemable from a retailer chosen by us. We will base this contribution on the price we would normally obtain directly from our chosen supplier.
3. When your equipment has been replaced under condition 1 or 2 above your plan will end immediately.

### **Your Right To Change Your Mind/Cancellations**

#### **Your right to change your mind:**

You may cancel the plan at any time before the end of your manufacturer's (parts and labour) guarantee period and receive a full refund, unless your equipment has already been replaced or written-off.

#### **Cancellation:**

1. You may cancel the plan at any time after the "right to change your mind" period outlined above, and we will refund a proportion of your plan fee relating to the remaining full months outstanding, unless your equipment has already been replaced or written-off.
2. If we have provided you with replacement equipment or a write-off settlement at any point during the period of your plan then your plan will end and no refund will be due.
3. To cancel your plan, please call us on 0117 9 246002.
4. The plan can be cancelled by us by giving you 14 days' notice in writing to your last known address. A refund of the amount paid for the remaining full months of the plan will be given.

## How to Contact Us or Complain

- Call the Customer Service Department on 0117 9 246002;
- Write to the Customer Care Manager at Nailsea Electrical LTD, 102 Gloucester Rd, Bishopston Bristol, BS7 8BN
- E-mail us [giles@nailseaelectrical.co.uk](mailto:giles@nailseaelectrical.co.uk)

If you are not satisfied with any of the services we provide or the way in which we have exercised our discretion you can ask for your case to be reviewed by Nailsea Electrical and a final decision will be made on behalf of the Managing Director.

## Telephoning Nailsea Electrical LTD

Your telephone calls may be recorded to monitor and improve the quality of the service provided.

## Data Protection

Your details will be held and used by Nailsea Electrical LTD and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. To improve our service, we may monitor or record our communications with you.

## Exclusion of Third Party Rights

This plan is for the benefit of the plan holder only and any permitted transferee at our discretion and no rights or benefits will be given to any other third party under the plan. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

## Transferring Your Plan

With our permission, you can transfer your plan to a new owner of the equipment by giving us written details of the new owner. Your plan cannot be transferred to any other equipment.

## Renewing Your Protection Plan

At the end of your protection plan, we will write to you about renewing.

- If you pay by Direct Debit, your renewal notice will show the amount we will automatically collect, unless you inform us otherwise.
- If you pay by any other means, your renewal notice will show the amount to pay. You will need to make payment for the protection plan to continue.

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



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