

# Appliance Servicing Terms & Conditions

If you would like to book a field service engineer to visit your domestic home appliance, you will need to agree to the terms and conditions below. We strongly recommend that you read these Terms and Conditions carefully when purchasing appliance services from our website or over the phone.

## **Terms of Contract**

When you place an order with Glen Dimplex Home Appliances it will be treated as an offer to purchase appliance servicing from us. Once the order is placed and the payment of a call out fee is made we will send you an email confirmation and a contract is formed at such time.

## **Information about us**

We are Glen Dimplex Home Appliances Limited ("GDHA" or "we" or "us"), a company registered in England and Wales under company number 02692306 and with our registered office at Stoney Lane, Prescot, Merseyside, L35 2XW. Our VAT number is GB 287 131 550.

## **Your status**

At the time of placing the order you warrant that:

- (i) you are legally capable of entering into binding contracts and making payments;
- (ii) you (and the recipient of the item if applicable) are at least 18 years old, and
- (iii) you fully accept the contract terms and conditions.

You must also additionally warrant that:

- (i) the appliance can be isolated from any power, fuel or water supplies;
- (ii) the field service engineer can park legally at the location (if a permit is required this must be made available to the field service engineer upon his arrival);
- (iii) you will be present at the time of the visit (if you will not be present during the service visit you confirm that your representative is over 18), and
- (iv) the appliance has not been in use for at least 1 hour prior to attendance.

Please note, we need the exact details of your appliance in order to carry out the repair and select the correct replacement spare parts if required. The details we require are the model and serial number and a description of the fault.

Please ensure that the information you submit on our online system or provide via telephone is correct. Should the address, appliance, or fault details be incorrect, we reserve the right to charge a call out fee of £99.00 + VAT and/or to not to carry out a repair. If we are asked to re-attend, the call out fee would need to be levied in full before another visit will be booked.

## **Payment**

We require payment before the day of the engineer's first visit. We take payment from your card at the time we receive your order, once your card details have been checked. We accept Visa and MasterCard credit cards along with, Visa debit, Visa Electron and Maestro debit cards. Payment for any parts that are to be ordered must be paid for on or before the return visit (if applicable).

## **Appointments dates and time**

All appointments will be scheduled to commence during regular working hours (8am-6pm). Our engineer will contact you on the morning of the visit in order to narrow down his time of arrival. Where an appointment has not been agreed in advance, the field service engineer or our service partner(s) will aim to contact you within three (3) working days to undertake the visit, this contact maybe made via text message. Where required parts are unavailable, this time will extend, and our Customer Care Team will endeavor to keep you inform of this when the booking is agreed.

We will use all reasonable endeavors to ensure that a field service engineer will attend on the agreed date. However, occasionally, due to circumstances out of our control, we may be unable to attend as planned. If we are unable to attend on the agreed date, we will contact you as soon as is reasonably practicable to agree an alternative date.

Whilst we will try to contact you or respond to your communication promptly, we cannot give any guarantees regarding response time.

## **What is / is not covered**

The price we quote includes the field service engineer's call out and associated labour charges. Where additional parts are required in order to carry out the repair we will provide a quote for these parts at or following the engineer's visit (if applicable). The price we quote does not include the following:

- Cost of field service engineer's revisit if the appointment fails due to customer, installation and / or access issue.

## **Service visits**

Our field service engineer will use all reasonable efforts to repair a fault however, we cannot guarantee to be able to repair every fault.

- If you are unable to allow our field service engineer access on the agreed date you must contact us as soon as is reasonably practicable (and in any such event before 12pm of the day preceding the agreed date) to arrange an alternative date. If you do not inform us, or inform us after this time, we reserve the right to apply a cancellation charge of £99.00 + VAT. Any agreed refund (if applicable) will be made within 28 days of the service visit date.
- If your appliance or the property where the appliance is located cannot be easily accessed to facilitate the service (e.g. we cannot enter the property due to the lack of legal parking, there is no one present at home / on the property, or the person in attendance is under or appears to be under the age of 18 years old) we reserve the right to cancel the visit and charge a cancellation charge of £99.00 + VAT. Any agreed refund (if applicable) will be made within 28 days of the service visit date.
- If we reasonably believe that the health and safety of our field service engineer cannot be guaranteed, we reserve the right to cancel any appointment and charge a cancellation charge of £99.00 + VAT.
- If during the service visit we are unable to affect a repair because we are unable to isolate the appliance, or it is installed in an area where our field service engineers cannot gain access, or it has not been installed in accordance with the installation instructions, or it has been used within one hour prior to our visit we reserve the right to charge a call out fee of £99.00 + VAT and not carry out the work. Any agreed refund (if applicable) will be made within 28 days of the service visit date.
- If during the guarantee period the fault is found to be a result of faulty installation, damage or defects, or the appliance has been taken apart, repaired or modified by any person not being authorised by Glen Dimplex Home Appliances we reserve the right to charge a call out fee of £99.00 + VAT and not carry out the work. If we are asked to re-attend, the call out fee would need to be levied in full before another visit will be booked.
- If we are unable to complete the repair on your appliance, and the appliance is deemed beyond economical repair, we will refund any difference minus the cost of our call out fee of £99.00 + VAT and not carry out the work. Any agreed refund (if applicable) will be made within 28 days of the service visit date. In the event that one of our field service engineers confirms that the appliance is beyond economical repair our Customer Care team may be able to assist you with a resolution. We reserve the right to retain any paid amount levied for our services.
- Both verbal and physical abuse to our colleagues will not be tolerated and we reserve the right to leave, not carry out the work and not offer any refund. Our field service engineers are entitled to work in a safe and smoke free environment; please ensure that the field service engineer is not exposed to active smoking whilst they are within the property. Please ensure any pets are kept away from the area the field service engineer needs to work. We reserve the right to retain any paid amount levied for our service.

### **Chargeable Repair Guarantee**

We guarantee all replaced parts for three (3) months from the date of the paid repair visit. Where possible, we will free of charge, re-perform any service should the same part fail within 3 months following the original paid visit date.

Please note that failure to allow access within this time limit will result in the guarantee on the repair to be void. The fault will not be deemed to be reported until we have booked a date for the re-inspection of the appliance / part. The re-visit date must be arranged for within the three (3) month period covered by the guarantee. If our field service engineer arrives at your property during the appointment time and cannot gain access, we reserve the right to charge a cancellation charge of £99.00 + VAT.

Parts replaced free of charge during this 3-month period, do not come with a further 3-month guarantee.

If our field service engineer reasonably believes that the reported fault is not directly related to the original part replaced, we will be entitled to charge a full service charge at our fixed price repair rate for that appliance. For example, someone else has repaired the appliance after our initial paid visit; the repair has failed due to lack of maintenance or negligence of third parties (not the field service engineers); fault is caused by usual wear and tear?

The part replacement length guarantee may differ for schemes with chargeable spare parts. These alternate terms will be discussed with you at the point of booking a call if they are relevant to your charge type.

These guarantees do not affect your statutory rights in relation to the quality and description of materials and services. You can contact your local trading standards or Citizens Advice Bureau if you need more information about your statutory rights.

### **Manufacturing Repair Guarantee**

Not covered under the terms of our appliance servicing agreement during the manufacturing guarantee.

If your product came with a manufacturer's guarantee it means that your repair costs may be covered. If your appliance is under guarantee, you are required to have your proof of purchase and proof of registration. Full terms and conditions can be found at the manufacturer's website or hand book. By agreeing to these terms and conditions you are also agreeing to our terms and conditions.

Where a service visit has been booked under the terms of our appliance servicing agreement and the causes are not covered as below and a repair is carried out then a full service charge at our fixed repair rate to that appliance will be made. This list is not exhaustive.

- The appliance has not been installed, set up or commissioned in accordance with the manufacturer's installation instructions.
- Where our field service engineers have been asked to put right work undertaken previously by a third party.
- Damage or performance issues arising from incorrect installation.
- Callout charges where no fault is found.
- Failed appointments as a result of no one being at the property and/or property being inaccessible.
- Poor maintenance or lack of cleaning.
- Failure or replacement of glass, cosmetic or consumable parts (not limited to glass shelves, drawers, bottle shelves, glass doors, control knobs).
- Power/water/fuel supply to the appliance not meeting required operating parameters or cannot be safely operated.
- Appliance no longer installed.
- Appliance is not safely accessible.
- User error.
- Willful damage.
- Damage resulting from transportation, improper use, neglect or interference or as a result of improper installation.
- Cosmetic damage caused by chemical, electrochemical, environmental conditions, unsuitable operating conditions or poor maintenance.
- Accidental damage, this includes but not limited to, damage which occurs as a result of an external action.
- Consequential losses either direct or indirect.
- Any remedial work required to the property or installation.
- Where the user fails to meet any requirements or instructions contained within the user instruction book/ handbook.
- Where any appliance deemed domestic is being used in a non-domestic environment.

Please note that we will not accept or reimburse any costs associated with any third party carrying out work on the appliance without our prior consent or pay any compensation or consequential losses (e.g. loss of earnings, business losses, food loss or stress and inconvenience) arising from the appliance breaking down, including repair delays caused by factors outside our reasonable control.

These guarantees do not affect your statutory rights in relation to the quality and description of materials and services. You can contact your local trading standards or Citizens Advice Bureau if you need more information about your statutory rights.

### **Spare parts availability**

In the rare event of a part being temporarily unavailable our Customer Care team will contact you in order to agree an alternative date or contact schedule.

Our customer care team will do everything possible to complete a successful repair, in the event that one of our field service engineers confirms that the part required is obsolete our Customer Care team may be able to assist you with a resolution. We reserve the right to retain any paid amount levied for our services.

### **Notice of your right to cancel**

You may cancel the contract within ten (10) working days from the date the contract is formed providing that our service field service engineer has not already attended at the time of cancellation by notifying us by telephone on 03300229823 or by email to [cancellations@gdha.com](mailto:cancellations@gdha.com) quoting your reference or case number.

Your notice to cancel will have been taken to have been received as soon as you make the call and one of our Customer Care team member has noted the cancellation, or in the case of email from the date it is sent to us. Please note that you will be required to pay for any goods or services we provide to you if you ask us to start work before the end of your cancellation period. If you cancel a booking prior to the cancellation deadline we will look to see if you are eligible for full or partial refund as applicable.

### **Limitation on our Liability**

Glen Dimplex Home Appliances will not consider compensation for loss of use of the appliance or consequential losses of any kind. We only provide our Service for domestic and private use. By accepting these Terms and Conditions you agree not to use our Service and / or parts supplied for any commercial or business purpose. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **Personal Data**

All personal information supplied by you under these Terms and Conditions will be protected in line with our Privacy Policy. For further information, visit the following link <https://www.stoves.co.uk/privacy-notice/>.

### **General**

All rights, including copyright and database right, in the GDHA website and its contents, are owned by or licensed to GDHA, or otherwise used by GDHA as permitted by applicable law.

In accessing GDHA web pages, you agree that you will access the contents solely for your own private use or for providing information to your business (permitted use) but not for any commercial or public use. You can download and use the service on a single CPU at a time and you can print out a single hard copy of any part of the content on the GDHA website for the above permitted use. Except for permitted use above, you undertake not to copy, store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, modify, or show in public any part of the GDHA website without the prior written permission of GDHA or in accordance with the Copyright, Designs and Patents Act 1988.

We may transfer our rights and obligations under this agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this agreement.

If any of these Terms and Conditions are found illegal or unenforceable such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms which shall continue in full force and effect.

No failure or delay by us or you to exercise any right or remedy provided under these this Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

You acknowledge that you have placed no reliance on any representation made but not set out expressly in these Terms and Conditions.

These Terms and Conditions shall be subject to the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the English courts.

Where the service is to be performed in Scotland, this contract shall be constructed in accordance with the laws of Scotland, and both parties agree to submit to the non-executive jurisdiction of the courts of Scotland.

Please note that we amend these terms from time to time. Please check these terms before ordering to ensure you understand the terms which will apply at that time.

***The guarantees set out above do not affect your statutory rights as a consumer. If you are unhappy with any aspect of our service, please contact our Customer Care team to discuss further.***