



## CUSTOMER TERMS AND CONDITIONS

### Retracare SILVER Service Plan - Terms & Conditions

These terms & conditions are only applicable if the relevant fee has been paid.

If your equipment suffers a mechanical or electrical breakdown outside the supplier's or manufacturer's guarantee period; and the Retra 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 such 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 are NO limits to the number of repairs to your equipment, which can be approved during the period of your plan.
  - 2 - Repair work authorised by Retra 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 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 at ALL times and must not modify in any way
  - 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
  - 7 - Your equipment must be used in a domestic environment ONLY. Equipment used in a non-domestic environment 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, (eg - damage to paintwork, dents or scratches) or where there is any problem with the supply of electricity, gas or water supply. You should always check your services before reporting any fault
  - 10 - Payment will not be approved for costs arising from being unable to use your equipment (eg - 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:
    - i. damage caused by accident
    - ii. the failure of the equipment to operate correctly caused by the withdrawal of services by a third party
    - iii. software (including operating systems) loss or failure
    - iv. damage or failure of the equipment due to: a software virus; the configuration of user settings; or the process of backing up
    - v. recovery of data; loss, corruption or damage to data or operating system
    - vi. image retention on LCD screens, plasma or projection TV screens
    - vii. accessories, unless we agree otherwise in writing
    - viii. replacement of consumer durables within your product (eg - batteries, light bulbs and fuses)
- The failure of the product due to:
- i. neglect of equipment
  - ii. malicious damage deemed to be the cause of any malfunction
  - iii. intentional damage
  - iv. acts of undue care and attention
  - v. in the case of products other than (but not limited to) those described as portable, such as VCR's, DVD players, portable audio, laptop computers, and televisions with a screen size under 26" all others when moving must be undertaken by at least 2 people and with proper care and attention



- iv. **portable products including but not limited to small televisions of 26" screen size and below, audio equipment, DVD players, vacuum cleaners, are excluded from the RetraCare damage caused by accident clause**
- 15 - Portable products including but not limited to VCR's, DVD's, portable audio, laptop computers, and LCD TV's of 26" screen size and below, must be delivered by you at your expense, to the repairer
- 16 - **Your product is not covered for damage caused by accident if:**
  - i. **any neglect of equipment renders the product unusable**
  - ii. **malicious damage is deemed to be the cause of the malfunction**
  - iii. **acts of intentional damage are deemed to be the cause of the malfunction**
  - iv. **acts of undue care and attention are deemed to be the cause of the malfunction**
  - v. **in the case of products other than (but not limited to) those described as portable products including but not limited to VCR's, DVD's, portable audio, laptop computers, and LCD TV's of 26" screen size and below, all others when moving must be undertaken by at least two people and with proper care and attention**
- 17 - Portable products including but not limited to VCR's, DVD's, portable audio, laptop computers, and LCD TV's of 26" screen size and below, are excluded from the RetraCare damage caused by accident feature

#### **General --**

- 1 - It is most important that any regular maintenance recommended by the manufacturer is carried out particularly:-
  - i. where gas appliances are concerned
  - ii. defrost of refrigeration products including FROST FREE (such equipment) does occasionally ice up
  - iii. service wash in washing machines
- 2 - General maintenance, adjustments, resetting of controls, tuning, cleaning such as recording heads, soap dispensers, filters, refrigeration drain holes and the like. Rectifying or cleaning any blockages and damage caused by any foreign body
- 3 - Rust corrosion
- 4 - Accessories and cosmetic consumable items which are recognised as having a limited lifespan or service life. This includes but is not limited to batteries, styli, light bulbs, lamps of any description including those in projection products, fluorescent tubes and related starters, disposable bags, filters, brush bars, belts, leads, rewinds, plugs
- 5 - Replacing flaps, drawers, shelves and linings in refrigeration products

#### **CONSUMER TERMS AND CONDITIONS --**

##### **Replacement Equipment**

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.

If we cannot reasonably arrange a replacement, we may decide to pay you a contribution towards the cost of the new equipment, not exceeding the original purchase price of your product.

When equipment has been replaced, your plan will end immediately and you will not be entitled to a refund of any premium paid. In such cases, you will be offered an updated service plan with details relevant to your new product.

When your equipment has been replaced, you will be responsible for disposing of the original equipment at your own cost, if it remains in your possession.

When your equipment has been replaced, you must also pay for any outstanding Service Plan fee installments.

##### **Cancellation and Termination**

Right to change your mind

a/ after you have purchased the plan from us, we will provide you with a certificate listing all of the terms and conditions, including any exclusions which may apply to your plan. If you have not received your Retra documents within 28 days from the date of purchase of your plan, please write to Retra, Retra House, St Johns Terrace, 1 Amphill Street, Bedford, MK42 9EY or email us at [warranty@retra.co.uk](mailto:warranty@retra.co.uk)

b/ you have the right to change your mind and cancel the plan within the period of 45 days, beginning with the day on which the plan is purchased. If you cancel the plan within this period, you will receive a FULL refund, provided that no claims have been made

- 1. Right to cancel after 45 days
  - a/ after the 45 day period referred to above, you may cancel the plan at any time and, subject to paragraph 2 in this section below, you will receive a proportion refund based on the unexpired portion of the cover remaining under your plan
  - b/ where we replace your product or compensate you for the total loss of your product, your cover and the Retra service plan will automatically end and no refund will be given



2. How to cancel your plan

**To cancel your plan, please call us on 01234 245900 Monday to Friday during office hours. You can also cancel by email to**

**warranty@retra.co.uk or in writing to Retra House, St Johns Terrace, 1 Ampthill Street, Bedford, MK42 9EY**

3. Retra's right to terminate

Retra may terminate your plan:

- i. at any time by giving your 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, provided that no claims have been made
- ii. immediately by giving written notice to you in the event that you fail to pay any premium within 14 days of the date when the premium falls due

#### Data Protection

We, at retra, take our obligations under the Data Protection Act 1998 seriously and are committed to protecting your privacy. The personal data you provide to us will be held by retra Limited and may be shared within the retra group of companies. Your personal data will be used by us or by any member of the retra group of companies to administer the plan and to provide the services to you; this may mean that we have to disclose your personal information to our service engineers or agents for the purposes of fulfilling our obligations under the plan. We and our service engineers or agents may contact you in relation to your plan by mail, telephone or email. We will not share your personal data with any third parties for marketing purposes unless you have given us your permission to do so.

#### Exclusion of Third Party Rights

This retra plan is for the benefit of the retra plan holder only and any permitted transfer is 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.

#### Governing Law and Statutory Rights

We will communicate in English and English Law will apply to your plan.

When you buy electrical equipment you will have various statutory rights that apply to the purchase. These include the right to claim for a repair or replacement for up to six years (five in Scotland) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you.

However, after the first six months, you will have to prove that the goods had a fault when sold to you and this may involve having to take legal action against the seller. In practice, the manufacturer will usually deal with any reliability or quality issues during their guarantee period, and you should ensure that you are clear as to what the guarantee periods are.

Nothing in these 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.

#### Transferring Your Plan

Only with our permission can you 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.

#### Variations

retra reserves the right to vary the terms and conditions of the plan in the event that there is a change in law or a change in regulation. Any variations will be notified to your last known address in writing.

#### Renewing Your retra Service Plan

At the end of your selected retra Service Plan, you will receive notice about renewing. Your renewal notice will show the amount to pay. You will need to make payment for the protection plan to continue. We reserve at our discretion the right not to offer you a renewal on your plan.

#### Other Providers and Insurance

The purchase of a retracare Service Plan is completely optional and a retracare Service Plan does not have to be purchased at the same time as the goods. You should be aware that extended warranties and other Service Plans are available from other high street outlets, insurance companies and other providers. Cover may also be available for limited periods on some appliances from your credit card provider. Some household contents insurance policies offer cover for accidental damage, fire or theft. You may, however, find that an excess is payable and a claim may affect the cost of subsequent insurance premiums.

#### Meeting the obligations under your plan

The obligations under this plan are backed by assets held within a separate reserve claims bank account in the event we go out of business.

N.B. Protection is subject to the Terms and Conditions of the plan. The retra service plan is provided by retra Insurance Services Limited,

Registered office: retra House, St. John's Terrace, 1 Ampthill Street, Bedford, MK42 9EY

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