

# Appliance Sure

## Terms & conditions

For all residential policies

If you require this document in another format, such as large print, braille or audio tape, please contact us at [hello@appliancesure.com](mailto:hello@appliancesure.com)

**Appliance Sure**

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## 1. Definitions

The terms and conditions ('terms') apply to the agreement ('agreement') between Appliance Sure Ltd ('us' or 'we' or 'our') and the customer ('you' or 'your') for the repair, emergency assistance and or replacement for agreed services at your property, specified in your cover sheet. The terms must be read in conjunction with your cover sheet for the definition of the services that you have access to as part of the contract. Contact us on 0203 953 6001 and / or hello@appliansure.com.

The following word(s) will appear underlined throughout the terms and will have the outlined meanings:

**Access** - ability of our operatives to gain entry to the property and/or appliance(s) to provide services.

**Appliance** - a household appliance that is listed within your cover sheet forming part of the agreement.

**Call-out(s)** - whereupon you have requested us to attend the property for the purpose of us delivering services to a specified appliance(s), including the provision for parts and labour. The volume of call-out(s) that you may request is unlimited subject to the cover limit.

**Cancellation** - the process from which you seek to terminate the agreement pending our approval of cancellation in line with the terms of this agreement.

**Contract**- every 12 months from the point of agreement inception will form a contract between you and us giving an agreement term. After 12 months where the inception anniversary date is reached a new contract will start upon renewal.

**Cooling off period** - 14 day period starting from inception where you can cancel the agreement in line with the terms.

**Cover limit** - the value of services and/or replacement available to you per contract year per appliance listed within your cover sheet. Each appliance starts the contract year with a cover limit of £1,000.00, which decreases each time services and/or replacement(s) are conducted, according to the costs we generate. The cover limit is refreshed at the start of each contract. You will be liable for the cost of any works required that exceed the cover limit.

**Cover sheet** - the document you will receive along with the terms upon inception detailing the appliance(s) that form your agreement and your payment schedule.

**Defect** - a fault that we identify with your appliance(s) that is not covered as part of the agreement.

**Equipment** - parts that make up an appliance.

**Exclusion period** - the 30 days period starting from inception whereby you are prohibited from utilisation of the services in the agreement without being liable for costs.

**Functioning** - your appliance(s)' ability to perform within manufacturers listed tolerances.

**Inception** - date of which the agreement has commenced.

**No-access** - when our operatives have not been able to gain access to the property and/or appliance.

**Property** - the domestic premises within the United Kingdom that you own and/or have permission for access to be granted, for which you have specified that appliance(s) listed within the agreement are located.

**Regulations** - reference to trade-specific compliance body rulings in terms of legislation and/or competence and/or certification adherence.

**Repair** - when an appliance(s) is not functioning correctly and our operatives provide services to bring the appliance(s) back to manufacturer-specified performance tolerances.

**Renewal** - the process from which you will be entered into a new contract upon the 12 month anniversary of inception.

**Replacement** - whereupon we deem an appliance(s) not suitable for repair and we provide a new appliance to you subject to available cover limit balance.

**Services** - provisions of which we are liable as part of the agreement subject to the terms.

**Termination** - Cessation of the agreement.

**Works** - provision of services that do not form part of the agreement and fall outside of the terms encompassing associated valuations, call-out, labour and materials/parts.

## 2. Your obligations

1. Keep us up to date with relevant contact information, including your telephone number and email address.

2. You must inform us and request a call-out in the event of your appliance(s) is not functioning correctly.

3. Where you have requested a call-out you must ensure that we are able to contact you via the telephone number(s) that you have provided us with.

4. You must ensure that access is possible.

5. If we identify any works that are required to ensure access to the equipment is safe, you must ensure that these are carried out prior to our being able to complete services.

6. Whereupon we attend the property for call-out, you must ensure that an adult over the age of 18 years old is within the property at all times whilst our operative is in attendance.

### 3. General terms

1. Should you wish to request a call-out during the exclusion period, you will be required to pay a call-out fee of £95.00 prior to the call-out being attended by our operative(s) and be liable for any costs required for repair works diagnoses from the call-out.

2. In the event that we attend the property for a call-out and the nature of the issue to the equipment falls under one or more of the exclusions retailed in the terms and you have not paid a call-out fee, you will be liable to pay a call-out fee of £95.00. We, where possible, will provide a quotation for the works required to remedy the equipment's functionality, whereby you will need to pay us in advance of the works.

3. If you would like to add additional appliance(s) to the agreement, we will make amendments to your payment amount and distribute a new cover sheet to you. The newly added appliance and associated costs will be subject to a cooling off period. The contract will remain in force and be subject to the terms.

4. If you would like to remove an appliance(s) from your agreement, you must make a request to us to do so via telephone and/or email. In the event that services have been conducted on the appliance(s) within the contract, we will reject this request. Should services not have been conducted on the appliance(s) during the contract, we will accept this request. We will adjust your payment amount to suit and distribute a new cover sheet to you.

5. Other than you (person(s) name on the agreement), no other person(s) can benefit from the agreement.

6. You must take reasonable care to provide complete and accurate information to any questions and/or information request made by our representatives. Including, but not limited to, appliance(s) purchase date and price, manufacturer and model, size and specifications.

7. When a replacement is required, we will provide a new appliance of a similar specification to the incumbent. Where upon we are unable to provide a new appliance we will provide you with vouchers enabling you to purchase a new appliance of similar specification (the value of vouchers or replacement appliance value will be the lower amount of either your remaining cover limit, or purchase price of the incumbent appliance [for which we will require evidence], with a depreciation value of 25% for each 12 month period since purchase applied).

Representative example of a 4 year old appliance purchased for £500.00:

|                    |                        |
|--------------------|------------------------|
| - 25% value<br>YoY | Year 1 value = £500.00 |
|                    | Year 2 value = £375.00 |
|                    | Year 3 value = £281.25 |
|                    | Year 4 value = £210.94 |

Where possible we will deliver and install the new appliance and arrange for disposal of your old appliance.

(a). Point 3.7 is subject to the cover limit. Costs that exceed the cover limit will be classified as works, resulting in you being liable for them.

(b). Should you wish for an appliance other than one we have specified of a similar specification, you will be liable for the costs over and above the purchase cost of the appliance we have selected.

**8.** Depending on availability, we may use sub-contracted engineers for our services. In this event we will ensure regulation adherence and that the engineers hold suitable public liability insurance and have a signed data-processor agreement with us. You, as part of this agreement, authorise us to act on your behalf when instructing services to be carried out.

**9.** In the event that our operative(s) attempt to attend your property for a call-out on an appointment date and time that results in no-access, you will be liable for a no-access fee of £95.00, which you will be required to pay to us, prior to you being able to utilise any further services.

**10.** Should you default on any payment listed within the payment schedule on your cover sheet, you will be liable to pay a missed payment fee of £10.00 to us for each defaulted payment in addition to the defaulted payment(s) value, prior to being able to utilise any further services.

**11.** In the eventualities listed in points 3.9 and 3.10, whereupon you generate a fee for which you are liable to pay and/or default on your payment schedule, we will classify you a “debtor” after a period of 30 days has elapsed. Once you are a debtor we will commence with collection proceedings to the maximum value of the contract. We reserve the right to charge interest at a rate of 2.5% plus the base rate of interest set by the Bank of England, after you have been a debtor for a period of 6 months. Should you be classified as a debtor for more than a period of 6 months we reserve the right to transfer our rights of this agreement to a third party of our choosing giving you no less than 1 week notice of our decision to do so.

**12.** The terms should be read in conjunction with our Privacy Policy, which can be found at <https://appliancesure.com/privacy-policy>

**13.** The terms should be read in conjunction with our Complaints Policy, which can be found at <https://appliancesure.com/complaints-policy>

**14.** We reserve the right to terminate the agreement at any time of our choosing. We will inform you with 4 weeks notice should we decide to do this. Termination of this agreement does not absolve us of any liabilities listed within the terms whilst the agreement is still in force.

**15.** Your renewal will be completed automatically by us, resulting in a new contract, unless you inform us via letter, email, online or by telephone that you do not wish for renewal to continue with a minimum of 2 weeks notice (should you inform us that you do not wish for renewal with less than 2 weeks notice, payment may still be taken, whereupon we will refund any monies paid once received) before the renewal date (anniversary of inception date). We will either write or email you to inform you of your approaching renewal date a minimum of 4 weeks prior to the renewal date.

**16.** Call-outs will be attended by our operatives Monday to Friday between the hours of 09:00 and 17:00 unless otherwise specified by us.

**17.** We may request that you deliver your faulty appliance to a premises of our specification in order to complete the repair.

18. For details of our washing machine classification, please go to <https://appliancesure.com/terms-conditions/washing-machine-classification>

## 4. General exclusions

We shall not be liable for points outlined in section 4 hereto.

**Appliance Sure**

Identification of any works that fall under a point in section 4 will result in said works being classified as a defect:

1. Any repair related to damage caused by delivery.
2. Works where the appliance has not been installed and/or maintained in accordance with regulation and/or manufacturers instructions.
5. Routine maintenance, cleaning, servicing and routine re-gassing.
4. Perishable parts such as but not limited to seals unless otherwise stated by us.
5. Costs or losses attributed to you from not being able to use your equipment (e.g. hiring a temporary replacement)
6. Works relating to cosmetic damage to paintwork, dents or scratches.
7. Works involving damage to a display device, such as but not limited to, cracked screens and/or colour burn.
8. Any loss, damage or impairment to functionality of equipment caused by theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants and/or trees.
9. Reasonable damage caused by us if we need to remove housing, boxing in, fitted units or other aspects of the property to access the equipment.

10. Any works involving adjustment to settings, replacement of batteries and resetting of equipment.

11. Any works where the equipment is located within the fabric of the building, requires disturbance of asbestos and/or excavations.

12. Any repairs relating to negligence, misuse or third party interference to your equipment.

13. Any manufacturer defects.

14. Any works relating to equipment not being installed to regulation and/or manufacturer instructions (including but not limited to clearances, load and/or damage to equipment from proximity to heat source).

15. Any works that are caused as a result of newly installed equipment in the property (including but not limited to overloading the electrical circuit and/or pipe leaks due to newly sealing/pressurising system).

16. Any works when there is a risk to the safety, security and/or wellbeing of any of our operatives (including but not limited to threatening behaviour, aggressive and/or abusive language/behaviour and/or health and safety of your property).

17. Any costs associated with requirement for you to temporarily find alternative accommodation, in order for services to be completed.

18. Any replacement of equipment in addition to a repair being completed, unless otherwise stated in the terms.

19. Interruption of disconnection of public services to the property however caused.

20. Any works that are located in a non permanent / unfixed structure outbuilding.

21. Any works on equipment that is not owned by you and/or falls within the boundaries of the property.

22. Any works caused by a result of loss of, reduced and/or performance supply of, gas, LPG, electricity, water and/or internet/broadband (including phone lines) to and/or in the property.

## 5. Legal conditions

1. Appliance Sure Ltd (company number 12117358), is registered in England and Wales, at 2nd Floor, Melrose House, 42 Dingwall Road, Croydon, Surrey, CR0 2NE.

2. All prices stated are inclusive of VAT.

3. For the avoidance of doubt, the agreement for the provision of specific services is provided at our sole discretion. The agreement is not a contract of insurance, a guarantee or an insurance policy.

4. We will use the information you provide us in accordance with our Privacy Policy.

5. Nothing in the terms of the agreement affects your statutory rights as a customer. For further information please contact the Citizens Advice Bureau.

6. We may transfer our rights and obligations under the terms to another organisation, but we will contact you to let you know with two months notice if we plan to do this, unless the reason for us doing so is otherwise stated within the terms.

7. You may only transfer the rights of the agreement to another person if we agree to do this.

8. If you wish to appoint a power of attorney to act on your behalf, you must inform us in writing of this and provide a copy of the legal document to this end.

9. Please note that if you have purchased this agreement either verbally or online, under the provision that UK Consumer Law (Consumer Rights Act 2015) has been satisfied and that you have not requested cancellation during your cooling off period, the agreement under these terms will be binding with your presumed concurrence to the terms. Should you request proof of contract to be sent to you at a future date, verbal confirmation will be sent with call recordings with you stating your want to purchase and welcome pack containing the terms and cover sheet as proof of the agreement, online purchase will be sent with time and date stamps, reCAPTCHA identification tag, the IP address, device and operating system that were used for signup and welcome pack containing the terms and cover sheet as proof of the agreement.

10. The terms and governed by English law.

## 6. Cancellation

1. Upon inception of the agreement, you have the right to terminate without liability for any costs and a full refund of any monies paid within a period of 14 days. This is known as your cooling off period and is a statutory right as a consumer. To do so you must fill in the cancellation form attached to the terms and post to us (you must do this by recorded delivery so that the date of which the cancellation form has been posted to us is date stamped. Any post received by methods other than recorded delivery that arrives after the 14 day cooling off period will result in the cooling off period cancellation request being rejected), or by filling in our online cancellation form at <https://appliancesure.com/cancellation>

2. If we conduct any services in the property at your request within the cooling off period (regardless if a call-out fee has been paid), we will take this as an express request for service, which makes the cooling off period null and void. In this instance any refunds and/or liabilities for you would fall within the terms of the agreement.

3. If you wish to terminate this agreement after completion of the cooling off period you must request to do via the cancellation form attached to the terms and post to us, and/or utilise our online cancellation form at <https://appliancesure.com/cancellation>. Please be advised that by filling out this form you have requested cancellation, as per the terms we will need to approve cancellation before your liabilities as per the agreement are null and void with 30 days notice from the request date.



4. If cancellation is attempted via any form other than methodologies mentioned in these terms under point 6 we will not consider cancellation requested and you will be liable for payment during the duration of the contract.

5. If you pay us a monthly payment as outlined within your payment schedule and cancellation is requested prior to the completion of the contract and you have not utilised services, we will approve cancellation subject to you making payment of a £42.50 cancellation fee or completing your payment schedule of the contract (which value is lower). Upon completion of payment we will notify you of successful cancellation resulting in termination 30 days after the request date.

6. If you pay us an annual fee as outlined within your payment schedule and cancellation be requested prior to completion of the contract and you have not utilised service, we will approve cancellation and make a pro-rata reimbursement to you (annual payment amount paid divided by 12, times the number of months remaining on the contract) less a £42.50 cancellation fee. If the pro-rata reimbursement is less than the sum of £42.50 you will not be entitled to any reimbursement. We will then notify you of your reimbursement (if applicable) and successful cancellation resulting in termination 30 days after the request date. Please note that any reimbursement will be paid into the bank account from which payments have been made to us, we will not make reimbursement in any other form unless otherwise approved by us.

7. If cancellation is requested by you, approved by us, and you request use of the services during the 30 days between cancellation request and termination, the cancellation request will become null and void whereupon you will remain liable for the remaining payments of the contract period.

8. Any request for cancellation made whereupon you have used the services during the contract will be rejected and you will remain liable for payments due during the contract.



## Cancellation form

First name

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First name

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Service number

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Phone number

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Address

Reason for cancellation (Please tick as appropriate)

- |                                                |                                                  |
|------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Have cover elsewhere  | <input type="checkbox"/> Changed my mind         |
| <input type="checkbox"/> Do not use policy     | <input type="checkbox"/> Too expensive           |
| <input type="checkbox"/> Moving house          | <input type="checkbox"/> Complaints about policy |
| <input type="checkbox"/> Other (specify below) |                                                  |

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Signature

Date

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Please cut off, fill in and return to 2nd Floor Melrose House, 42 Dingwall Road, Croydon, CR0 2NE