

## Terms and Conditions

### 1. Who are we and how to contact us

#### 1.1 About us and how to contact us

We are Repair and Maintain, a trading name of Spring Plans LTD. Spring Plans is a registered company in England and Wales (Company number 09383903). Our registered address is Spring Plans LTD, 518 Wallisdown Road, Bournemouth, Dorset, BH11 8PT.

#### 1.2 Contacting us

There are three ways to get in contact with us, these are as follows:

- Freephone number: 0800 088 2875
- Email: [help@repairandmaintain.co.uk](mailto:help@repairandmaintain.co.uk)
- Post: Repair and Maintain, Spring Plans LTD, 518 Wallisdown Road, Bournemouth, Dorset, BH11 8PT

#### 1.3 Office hours

Our opening and closing times are 9am to 5pm Monday to Friday excluding public holidays.

#### 1.4 Contacting you

We will contact you via email, post or by telephone using the details you have provided us with.

### 2. Definition of wording

You & Your: The individual named on your application for a fixed cost repair

We, Us & Our: Repair and Maintain by Spring Plans Limited, the provider of your fixed cost repair

Appliance: Your appliance as stated on your application

Diagnosis: The problem assessed by our technical support team or an onsite visit by one of our approved engineers

Repair Cost: The amount paid to us by you as previously agreed

### 3. What is included?

- The repair that has been described on the initial quote
- Testing of the machine and a safety check
- Parts (when required) and labour up to the value of £215
- VAT inclusive

### 4. What is not included?

- Commercial appliances
- Glass or ceramic hob tops
- Spoilage or food loss
- Appliances situated in mobile homes, caravans or on boats
- Repairs as a consequence of being affected by flood damage
- Repairs as a consequence of misuse, poor installation, incorrect installation according to the manufacture's instruction and recommendation.
- We cannot carry out work on gas type appliances that use R12 and/or R134 gas. The gas type can be found on the rating plate on your appliance.

If our engineer visits and we determine that the repair falls into any of the above exclusions we will cancel the repair and refund you the initial payment less an admin fee of £79.00.

### 5. Your Fixed Cost Repair Contract

#### 5.1 How we accept your fixed cost repair

On completion of our fixed cost repair form you will be debited the amount agreed from your bank card subject to our terms and conditions. You will be sent confirmation via post, email or telephone containing information regarding your repair, at which point a contract is activated between us and you.



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### **5.2 If we are unable to accept your service request**

If we are unable to repair your appliance you will receive a full refund subject to our cancellation policy which can be found on clause 7.

### **6. How we carry out your fixed cost repair**

#### **6.1 Your fixed cost repair requirements and schedule**

Our approved engineer will be in contact to arrange a date preferred by you. We may have to arrange a different date if the engineer cannot make the requested one. Our engineers are available Monday to Friday, 9.00am to 5.30pm excluding Public Holidays.

We reserve the right to cancel the repair if the engineer does not have good accessibility to the appliance. If this is the case no refund will be issued and the booking will be closed off. The engineer must also have parking available and good access to your property. We are not held responsible for damage an engineer may cause if an appliance needs to be removed from a fitted location.

After assessment of the machine, if we find parts are required then these will usually be ordered within 1 working day of diagnosing the fault. Parts generally arrive within two working days if in stock. If the parts are not in stock, we will be in contact to keep you updated on when the parts will arrive and to re-book in the engineer appointment. Some parts can be more difficult to obtain due to the age, appliance type and ordering from abroad.

#### **6.2 Our guarantee period**

The fixed cost repair is guaranteed for 30 days on the initial fault from the day of repair. The guarantee does not cover any unrelated damage/faults to the appliance. If you request an engineer re-visit and an unrelated fault is found and you wish for this to be fixed you have the option to pay for an additional repair at the price originally paid if in the 30 days guarantee period. If you opt to not proceed with the repair you will be debited £79.00 from the card used to pay for the initial repair. You shall also be charged £79.00 if you cancel or miss your appointment within 24 hours of the scheduled re-visit from our engineer. The guarantee becomes invalid if the appliance is not used as instructed by the manufacturer, tampered with or you have changed address.

### **7 Cancelling or changing your visitation**

#### **7.1 Your rights to cancel the fixed cost repair contract**

You may cancel this agreement up to 14 days after receiving confirmation from us about your repair and claim a full refund. Where work has started before your cancellation period has come to an end, we will charge our costs for:

- Work that has already been completed
- Work required to ensure safety at the property
- Parts that have been ordered
- Parts that have been installed

#### **You will not be entitled to a refund if:**

- There is no fault found when the engineer visits
- You cancel your fixed cost repair and parts have been fitted or ordered
- The engineer is unable to access the appliance or you miss your appointment
- We believe the health and safety of our engineer is not guaranteed
- You cancel your fixed cost repair after our engineer has diagnosed the fault either by phone or on site
- You cancel while awaiting parts that have been ordered
- You have contributed an additional amount for parts due to the labour or parts cost allowance being exceeded
- The appliance is beyond economical repair during the repair process or parts become obsolete



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### ***You will be entitled to a full refund if:***

- You advise us that you wish to cancel Your fixed cost repair at least one working day before our engineer is due to visit your property
- We are unable to repair your appliance
- Our engineer or ourselves need to rearrange an appointment and no alternative date can be found
- After a period of 10 weeks from the date of your appointment the parts are still not available and your appliance is not operational. In this situation us or you have the right to cancel your fixed cost repair unless parts that have been ordered are non-returnable
- After diagnosing the issue with the appliance, we are unable to order the spare parts needed from our suppliers to fix your appliance
- You cancel the fixed cost repair contract due to factors which can be found on clause 7.5.

### ***You will be entitled to a refund less an admin/call out charge of £79.00 if:***

- An appointment scheduled for the following day is cancelled by you
- You reject an offsite repair that our engineer requires
- The parts and labour limit exceed our maximum cost and you do not wish to contribute further payments.

You may cancel your contract at any time but in some circumstances described above we may charge sums for this. Our refunds are processed via your bank card which you used for your initial payment.

### ***7.2 Your rights to make changes***

If you move address you must notify us 2 days before your scheduled appointment. If you have chosen the reduced fixed cost repair option in exchange for cover with Spring Plans LTD and you wish to cancel the cover within 12 months of setting up the cover, you will be charged £49.00 which will be applied on the day of cancellation and will be debited from the bank card provided by you.

### ***7.3 Our rights to cancel the fixed cost repair contract***

#### ***We may end the contract or refuse our service if:***

- You or anyone speaking on your behalf is abusive or threatening to our engineers or employees. In this circumstance you will not be entitled to any refund
- You do not make a payment that is due on your account
- You have not provided us with necessary information to proceed with the repair
- You have not provided the engineer access to the property within reasonable time

### ***7.4 Our rights to make changes to the agreement***

We can, after making a fair judgement at any time make amendments to your fixed cost repair taking into account any changes in regulation, law or the interpretation of law and regulation.

### ***7.5 Cancellation and delay due to factors that are outside of our control***

If we cannot provide assistance for reasons superior or irresistible force out of our control, we are not held liable. These include but are not limited to war, threat of wars, riots, civil disturbances, terrorist activities, neglect, misuse, natural or nuclear disasters, damage caused by fire, explosions, floods, theft, lightning, storms, bad weather, water damage, malicious damage, bad installation or rust, acts of god and failures of our subcontractors to fulfil their obligations.

If any of the above occurs we are entitled to an extension on providing our service, alternatively you can cancel your fixed cost repair and receive a full refund for services that have not been carried out by writing to us.

## ***8. Your personal details***

In accordance with data protection legislation we will use and safeguard your personal details. If requested we can provide the personal details, we hold about you. Anytime you realize the details are incorrect please contact us and we shall amend them. We will share your



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information with partners and companies acting on our behalf to ensure the repair of your appliance. We may use your personal details to inform you of other services we/our partners provide. If you wish to opt out please contact us in writing to do so.

### **9. Complaints handling and treating customers fairly**

You the customer are our first priority and we strive to ensure you with the highest standards of customer service. If you feel that you have not received the standards expected before, during or after your repair and wish to raise a complaint please contact us so we can resolve the situation.

### **10. Governing law and general information**

Unless previously agreed, the contract terms, conditions and any other information will be in English. The contract is governed by the laws of England and Wales. We shall not be held accountable for any further damage that is caused by you using your appliance after you requesting a repair. These terms and conditions will not affect your statutory rights. For further information you can contact Trading Standards or Citizens Advice Bureau.

### **11. Privacy Policy**

Our privacy policy can be found on our website: [www.repairandmaintain.co.uk](http://www.repairandmaintain.co.uk)



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