



# 5 Year Service Plan Conditions

## IMPORTANT

This service plan is provided to you by us on the conditions set out in this document. It is an agreement between you and us that sets out under what circumstances we will repair your furniture for the term.

Subject to the below, repairs may be made to staining or damage to the outer cover of the furniture or if a recliner plan was purchased, damage to recliner and headrest mechanisms. Repairs will not be made for damage that naturally occurs due to normal use and ageing or for your product becoming gradually dirty and out of condition over time.

It is important for you to understand that we have absolute discretion over whether we will repair your furniture over the term. Any service or benefit that you receive in respect of your furniture under this service plan shall be provided on such conditions that we in our absolute discretion deem appropriate.

**For the avoidance of any doubt, this service plan is not a contract or policy of insurance or an indemnity of any kind.**

## SERVICE PLAN DETAILS

## SERVICE PLAN COVERAGE

**Staining** - this means sudden and unintentional spills to the outer cover of the furniture of food, drinks, human & domestic pet bodily fluids, cosmetics, dyes, tar, inks, glue, soaps, wax, paints and caustic solutions which result in a stain.

**Damage** - this means sudden and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches to the external surface of the furniture. When relating to wood or high gloss finishes, repairs will be limited to scratches which have penetrated into the surface finish by over 1.5mm.

**Stain Protection** - in this Plan, if applicable, this means your fabric product has received a stain protector treatment prior to delivery.

**Recliner plan if purchased - Recliner and headrest mechanisms:** in this plan means breaking or bending of the recliner or headrest mechanisms, reclining motor, cabling, transformer, handle or switch.

Signed by

Tim Mrotek  
President - Guardsman  
Authorised signatory for Guardsman Europe Limited

## Guardsman Service Plan Conditions

### SECTION 1 - INTRODUCTION

This document sets out the conditions for the Guardsman Service Plan. Please read it carefully to make sure you understand the services that may be provided. Repair services may only be provided if you follow the conditions and procedures of this Plan and have paid the required fees.

Your Service plan is managed by Guardsman Europe Limited (Guardsman), whose registered address is 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland.

### SECTION 2- OVERVIEW

1. If an item is replaced under the terms of this plan, no further repairs will be available for this item. Repair services will only be provided for furniture that remains within the Republic of Ireland.
2. Your furniture must be in a private residence and not used in commercial premises or property which you may rent out, including rented rooms within your own home.
3. Services will not be provided for furniture kept on a boat or in a caravan.
4. Services will also not be provided for any furniture failing during the manufacturer's or retailer's guarantee period.
5. Services in relation to additional sets of loose covers, accent/scatter cushions and arm cap and head protectors (antimacassars) are limited to a cap equivalent to their purchase price as detailed individually on the invoice, or up to a maximum of 10% of the total retail value.

### SECTION 3 – REPAIR SERVICES

At our absolute discretion and subject to the exemptions set out in Section 4 below, we will provide the following services:

1. The cost of repair in the event of a sudden and unintentional incident resulting in a stain, rip, puncture, scuff, scratch, chip or burn, or recliner mechanism fault according to the service plan purchased.
2. We may provide repair services for your furniture if:
  - a. it has been delivered in satisfactory condition to your home;
  - b. the cause of the damage can be identified;
  - c. it has been used and cared for in line with the manufacturer's guidelines; and
  - d. you adhere to all terms of this Plan.
3. If a repair cannot be achieved, we may replace the damaged part. If this is not possible, Guardsman may provide a replacement product(s).
4. If appropriate, fabric furniture may be treated with a Guardsman stain-protector treatment. Ask your retailer for details.

### SECTION 4 – SERVICE LIMITS

We will not provide repair services in respect of the following:

1. damage caused by the incorrect assembly of furniture, whether assembled by you or a third party;
2. damage or staining caused by cleaning products being used incorrectly, unsuitable cleaning products being used or cleaning materials being used on a regular basis when this is not appropriate;
3. colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, scars, knots, bobbles, swirls, shading or hairline marks (less than 1.5mm) which are naturally occurring in wood or high gloss finishes, or formed during the manufacturing process;
4. leather or fabric relaxing, stretching, creasing or a change in texture (this inevitably happens to a natural product over time). Increased visibility of valleys, troughs or crazing in the leather caused by general soiling and external catalysts which occur over a period of time;
5. abrasions that are caused by daily use and cleaning over a period of time;
6. any odours or staining to interiors;
7. any stain or damage caused when the product was being transported or was in storage;
8. any stain or damage caused by contractors in your home, neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs or leaking conservatories;
9. animal damage caused by:
  - a. biting or chewing;
  - b. an accumulation of multiple incidences of scratching in multiple areas;
10. deterioration of the product's appearance through normal use or general soiling for example wear on high areas of traffic e.g. arm rest, or a build-up of oils on a headrest and so on;
11. routine repair/cleaning carried out by a Guardsman approved repairer/cleaner or another party;
12. any failure of repairs not undertaken as part of this Plan;
13. handheld, wireless devices used to operate furniture functions (including battery packs) that are not permanently attached to your furniture;
14. interior fibre fillings, interior foam fillings not springing back to their original shape if within industry expected settlement, which may occur over a period of time, fraying, broken zips and any issues with stitching, loss of buttons, separation of coats or layers of pigments, veneer or finishes;
15. any damage or fault to electronic and audio-visual equipment that are attached or form part of your products, such as iPod docking stations and speakers;
16. an accumulation of multiple different stain types across multiple areas of the item;
17. structural faults, including defects to the frame, including feet and legs.
18. staining and/or damage to the mattress protector used in conjunction with this Plan;
19. damage to the mattress if a Guardsman approved mattress protector is not in use at the time of the damage.

### SECTION 5 – WHAT TO DO IN THE EVENT OF A SPILL

In the event of a spill, you should act immediately. Blot liquid spills or remove solids with a clean, dry white cloth or paper towel and work towards the centre of the spill. Do not rub as this will damage your product. Do not use any inappropriate cleaning materials such as standard household cleaning wipes or baby wipes to try to remove the stain as this could cause further damage to your sofa which we will not repair. Should a spill result in a stain, follow the procedure set out in section 6 below.

### SECTION 6 – HOW TO REQUEST REPAIR SERVICES

1. If you need to make a repair request under this plan, please phone Guardsman on 1800 806 182. We will provide you with a form or you can download the form from our website: [guardsmaneuropa.com/service-plan](https://guardsmaneuropa.com/service-plan) Please complete and return the form to us by email at [new-service-request@guardsmaneuropa.com](mailto:new-service-request@guardsmaneuropa.com) or post to Guardsman Europe Limited, 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland in order for your request to be considered.
2. You must make any request for repair services as soon as possible, and always within 28 days of the event giving rise to a request. Any delay may mean that we will not be able to provide repair services. We may ask to inspect the product to help assess what services should be provided.
3. We may ask you to provide photographs of the damage so we can assess what repair services should be provided more quickly.
4. If you have reported an incident by phoning Guardsman, you can only request services for that incident on the form. You must submit a separate repair request for any other incidents separately. Our technician will be instructed to only carry out the repair needed as a result of the incident you reported on the phone.

5. Once an appointment has been confirmed for a technician to come to your home, if you want to cancel the appointment you must give 24 hours' notice.
6. We may provide services by sending you a specialised stain remover product (if appropriate) or cleaning or repairing your damaged product as we see fit. If the product cannot be satisfactorily cleaned or repaired, we may replace the product. The following will then apply:
  - a. If we agree to replace the product or part of it, we may take possession of the original item or part;
  - b. We do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour. Any replacement parts will be matched to an inconspicuous area of the product and our services are limited to the best job a Guardsman approved technician could do in the circumstances;
  - c. If, after we have provided a replacement, we do not take possession of the original product or part for ourselves, you will be responsible for disposing of it;
  - d. If we replace the product, we will not provide further repair services in respect of that replacement;
  - e. You must co-operate with us when we arrange any delivery or collection with you; and
  - f. Any replacement will be of a similar standard, specification and style as your original product, provided that the cost of such replacement does not exceed the original purchase price of the furniture.

#### **SECTION 7 - GENERAL CONDITIONS**

1. You should always look after the product to prevent any staining or damage and maintain it in line with the manufacturer's guidelines.
2. This plan applies to the laws and jurisdiction of the Republic of Ireland.
3. You must tell us if you change address. If you move out of the Republic of Ireland this Service Plan will automatically be cancelled.
4. The owner of the service plan (the person named on the invoice) can transfer this Plan to another person by:
  - emailing [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com);
  - giving us the full name and address of the person this plan is being transferred to;
  - telling us the date you want the transfer to take place; and
  - paying a €10 administration fee;The transfer will not be effective until we receive the new information and fee.
5. We will only change the terms of this Plan in accordance with relevant law or regulation. We will give you at least 60 days written notice of any change.

#### **SECTION 8 - WHEN THIS SERVICE PLAN STARTS AND ENDS**

1. This service plan will commence on the date of delivery of your furniture and end on the earlier of:
  - a. five years after the product is delivered to your home;
  - b. on the date we replace the whole product or the value of services provided exceeds the original purchase price of the furniture;
  - c. on the date we cancel your plan because you have made a fraudulent request; or
  - d. on the date you cancel your plan as per section 9 below.

#### **SECTION 9 - YOUR RIGHT TO CANCEL**

1. If you want to, you may cancel this plan within 30 days of delivery of the product being delivered to your home, please contact the retailer you bought the product from. If you have not made any repair request, you will get a full refund of any fees paid. The only exception to this is if the product has been treated with a stain protector as part of the plan. In this case, you will be entitled to a refund of only 75% of the fees you have paid.
2. If you want to cancel this plan 30 days or more after the product has been delivered, email [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com) or write to us at: Guardsman Europe Limited, 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland. If we have not provided any repair services, you will be entitled to a refund of a proportion of the fees you have paid. The refund will be based on the number of complete months of this service plan remaining from the date you asked us to cancel it. You will also have to pay an administration fee of €10 which we will take from your refund. If the product has been treated with a stain protector as part of the plan, we will take a further €10 from any refund.
3. Cancellations will not be backdated. If we have provided repair services, you will not be entitled to any refund of fees. If there has been an incident likely to require repair services, you will not be entitled to a refund until we have decided whether we should provide those services. If we decide not to provide such services, the date of cancellation will be the date you asked us to cancel this plan.

#### **SECTION 10 - COMPLAINTS**

If your expectations are not met or you are dissatisfied in some way we would like to know. If you follow the guidelines below, your complaint will be dealt with in the most efficient way possible.

If you wish to make a complaint, please contact your service administrator, Guardsman Europe Limited, 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland or email [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com) or call 1800 806 182 and quote your Plan reference number so that your enquiry can be dealt with quickly.

Guardsman will acknowledge your complaint within a maximum of 10 working days and aim to resolve your complaint within 40 working days from first notification. Please remember to include your full name and full postal address in all correspondence.

#### **SECTION 11 - NOTICE TO CUSTOMERS**

We may monitor or record any phone calls you make in connection with this plan. This is to check the accuracy of the information, help with staff training and prove that our and Guardsman's procedures meet all relevant legislative requirements.

If communication is difficult, please tell Guardsman and they will be pleased to help.

#### **SECTION 12 - PRIVACY STATEMENT**

Guardsman Europe Limited (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

##### **1. Data Protection**

Guardsman Europe Limited (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

##### **2. How We Use Your Personal Data**

We may use the personal data we hold about you for the purposes of performing this service plan, this includes providing repair services on furniture at your home that you request of us and administering the same; including processing service requests and any other related purposes, , pricing or statistical purposes. We may also use your data to safeguard against fraud and money laundering and to meet our general legal and legislative obligations.

##### **3. Disclosure of Your Personal Data**

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, third party administrators, i fraud detection agencies, loss adjusters, external law firms, external accountants and auditors and as may be required by law.

#### 4. International Transfers of Data

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

#### 5. Your Rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the data protection commission. See below for the contact details of our Data Protection Officer.

#### 6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Plan, or our business relationship with you, unless we are required to retain the data for a longer period due to business or legal requirements.

If You require more information or have any questions concerning our use of your personal data our full Privacy Policy can be found at [guardsmaneuropa.com/service-plan](https://guardsmaneuropa.com/service-plan) alternatively contact The Data Protection Officer, Guardsman Europe Limited, 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland or via email at [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com)

By proceeding with this Service Plan you are agreeing to the terms of our Privacy Policy.

#### SECTION 13 - ENTIRE AGREEMENT

This document supersedes any previous written or oral agreement in relation to the matters dealt with in this service plan.

To request a LARGE print version of these conditions, visit  
[guardsmaneuropa.com/service-plan](https://guardsmaneuropa.com/service-plan)  
or call 1800 806 182



To help keep your furniture looking its' best, we have created a range of professional-grade cleaning and maintenance products.

It is recommended to use the products regularly to keep your furniture in good condition.

All can be purchased through our Amazon store: [guardsman.co.uk/furniture-care-products](https://guardsman.co.uk/furniture-care-products)