



# 5 Year Service Plan Conditions

## IMPORTANT

This Service Plan is provided to you by Guardsman Europe 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 to mechanisms or furniture with additional technology, if purchased as an optional extra. 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.

All furniture comes with a minimum 12-month manufacturer's guarantee which will cover you for structural issues after the furniture is delivered. However, some manufacturers offer a different warranty period so please check this with your retailer to find out if yours is different. **Under this Service Plan, seat foam interiors, stitching, zips, buttons, mechanisms and/or technology faults can be reported once the manufacturer's or retailer's guarantee ends. For mechanisms and technology faults this is subject to the additional coverage having been purchased**

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 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 a single and unintentional stain 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 a single 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.

**Exteriors** - broken zips, broken or breaking stitching, seams splitting, broken buttons and hinges are covered once the manufacturer's or retailer's warranty has expired.

**Interiors** - Excessive Loss of Resilience (ELOR) of interior seat foam fillings is covered under this service plan once the manufacturer's or retailer's warranty has expired. ELOR refers to collapsing, deformation, or sagging of the foam where: the loss of foam height exceeds 70% under normal use by an average adult, or the level of support varies by more than 30% compared to another acceptable seat of the same specification within the same group, or to the showroom model (if available or known). Please note that fibre and other non-foam interiors are excluded from this coverage.

**Mechanism plan if purchased** – Recliner, Lift & rise, sofa bed and headrest mechanisms: this means breaking or bending of the recliner or headrest mechanisms, reclining motor, cabling, transformer, handle or switch, or table/leaf extension mechanisms. All of which are covered once the manufacturer's or retailer's warranty has expired.

**Technology plan if purchased** - this includes coverage for the failure in intended and expected use of USBs, any type of charger including hidden charging mats; heated or cooling seats; any cupholders; heating and cooling appliances; fridges in the arms of furniture; and **audio input** or speakers. All of which are covered once the manufacturer's or retailer's warranty has expired. Televisions are not covered under any Service Plan.

**For Beds Only** – Optional Extras that can be bought and are covered following the manufacturer's and retailer's warranty has expired. This includes pistons in Ottomans; drawer runners, bed slats; any mechanism which moves the bed. Cover will be excluded where drawers or Ottoman bases are damaged due to overfilling or forcing items into these areas causing damage to the mechanisms. Cover is also excluded from damage to the mattress when the bed mechanism used to raise and lower the bed is continually used or the mattress is damaged by folding. Televisions are not covered under any Service Plan.

Signed by

Russell Philpott  
Managing Director  
Authorised signatory for Guardsman Europe Limited

## 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 First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09.

## SECTION 2- OVERVIEW

1. If an item is replaced under the terms of this Plan, no further repairs will be available for this item or the replacement 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 or Airbnb.
3. Services will not be provided for furniture kept on a boat or in a mobile caravan.
4. Services will also not be provided for any furniture failing during the manufacturers 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.
6. Services are limited to pre-assembled furniture. This means we do not provide repairs for self-assembly or flat pack furniture whereby the customer builds the item(s) in its entirety.
7. Services for spot stain removal and damage that are sudden and unintentional will last for 5 years from the date you take delivery of your new furniture.
8. Exteriors faults which are limited to broken zips, broken or breaking stitching, seams splitting, broken buttons and hinges can be reported once the manufacturer's guarantee has ended and will last until the expiry of your plan.
9. Interior faults which are limited to excessive loss of resilience (ELOR) of interior seat foam fillings can be reported once the manufacturer's guarantee has ended and will last until the expiry of your plan.
10. Mechanism furniture faults can be reported once the manufacturer's guarantee has ended (if you purchased this option) and will last until the expiry of your plan.
11. Technology faults can be reported once the manufacturer's guarantee has ended (if you purchased this option) and will last until the expiry of your plan.

## 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 burns or exterior, Interior, mechanism or Technology fault (as detailed in Section 2) 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, maintained 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 prior to delivery. Ask your retailer for details.
5. Accidental damage to USB ports that form part of the furniture; any type of charger including the hidden including hidden charger mats; heating and cooling seats, any cupholders; heating and cooling fridges; and speakers will only be covered if the technology option was purchased.
6. For beds only, pistons within ottomans; drawer runners; bed slats and any mechanism that moves the bed.

## 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 this includes the use of washing machines unless specifically noted as appropriate in the manufacturers cleaning guidance;
3. colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, peeling, separation of covering, scars, knots, bobbles, swirls, shading or hairline marks (less than 1.5mm);
4. leather or fabric relaxing, stretching, peeling, 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, scuffs, chips that are caused by daily use and cleaning over a period of time;
6. build-up of food staining over a period of time or by not taken appropriate precautions to prevent damage;
7. any odours to interiors or exteriors areas, staining or damage to interiors;
8. any stain or damage caused when the product was being transported, internally within the home or externally, or was in storage;
9. 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, or failure to maintain furniture;
10. animal damage that has been repeated in an area or affected multiple areas of an item or to multiple items;
11. animal damage caused by an accumulation of multiple incidences or a failure to prevent damage;
12. 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;
13. routine repair/cleaning carried out by a Guardsman approved repairer/cleaner or another party;
14. any failure of repairs not undertaken as part of this Plan;
15. handheld, wireless devices used to operate furniture functions (including battery packs) that are not permanently attached to your furniture, some incidents may be covered if the Technology Plan option was purchased;
16. interior fibre fillings, normal softening and expected settlement of interior fillings, which may occur over a period of time, fraying and any issues with loss of buttons, separation of coats or layers of pigments, veneer or finishes;
17. any damage or faults to electronic and audio-visual equipment that are attached or form part of your products, such as docking stations and speakers including power surges which damage electrical components some incidents may be covered if the Technology Plan option was purchased;
18. an accumulation of multiple different stain types across multiple areas of the item or multiple items;
19. overall cleaning is excluded, the service plan is limited to individual spillages and stains;
20. Any stain or damage caused during the process of, or whilst preparing to decorate Your property, unless the furniture was protected with a covering specifically designed to protect it from this type of damage. (Proof of purchase for the covering may be requested to substantiate a valid claim);
21. structural faults, including defects to the frame, springs, fibre interiors including feet and legs;
22. staining and/or damage to the mattress protector used in conjunction with this Plan;

23. damage to the mattress if a Guardsman approved mattress protector is not in use at the time of the damage;
24. damage to the bed, runners or mechanism by over filling or forcing items into the drawers of the bed;
25. damage to the bed mattress where the mechanism in the bed is used continually to raise and lower the bed or from the mattress being repeatedly bent or folded.

#### **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 furniture 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 REPORT DAMAGE**

1. If you need to report damage under this plan, please visit the Guardsman Europe website [guardsmaneuropa.com](http://guardsmaneuropa.com) and click on "Report Damage" where you can complete an online form or telephone Guardsman on 1800 806 182.
2. You must report damage or staining 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 will 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 telephoning Guardsman, you must report all incidents you want repaired. Our technician will be instructed to only carry out the repairs reported, and approved, as a result of the incident you reported on the telephone.
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. Failure to provide 24 hours' notice will result in a 'no-show' charge and further assistance under the Service Plan will cease until that is paid.
6. We may provide services by sending you a specialised stain remover product (if appropriate). If the product cannot be satisfactorily spot 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 endeavours 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, failure to do this may result in requests for repairs being rejected.
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 whichever is earlier of the following:
  - a. five years after the product is delivered to your home;
  - b. on the date we replace the whole product, or the value of the 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, First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09. 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, via email to [EU-Complaints@guardsmaneurope.com](mailto:EU-Complaints@guardsmaneurope.com) or post to Guardsman Europe Limited, First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09, alternatively please 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 for you, 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 receive your data**

Guardsman Europe Limited received your personal information (data) from the retailer from whom you bought your Plan.

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

We use the personal data we hold about you for the purposes of executing this Service Plan, this includes providing repair services on furniture at your home that you request of us and administering the same, including handling service requests and any other related purposes, including offering renewal terms 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. We collect your name, address, telephone number and email address in order to register and administer this Service Plan. We process your data on a contractual basis; we cannot provide the Service Plan for you if you do not provide this information.

### **4. 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, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors and as may be required by law.

### **5. 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.

### **6. 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.

### **7. 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 on our website, [guardsmaneurope.com](http://guardsmaneurope.com), alternatively contact The Data Protection Officer, Guardsman Europe Limited, First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09 or via email at [EUService@guardsmaneurope.com](mailto:EUService@guardsmaneurope.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  
[guardsmaneurope.com](http://guardsmaneurope.com)  
or call 1800 806 182