

# 5 YEAR DFS SOFACARE SERVICE PLAN CONDITIONS

## IMPORTANT NOTICE

This Service Plan is provided to You by Us on the terms and subject to the conditions set out in this document. This Service Plan is a repair services contract between You and Us that sets out under what circumstances We will repair Your furniture for the Term. Please read it carefully to make sure You understand the services that We may provide. Repair services may only be provided if You follow the conditions and procedures of the Service Plan and have paid the required fees.

Subject to the provisions of this Service Plan, repairs may be made to Stains or Damage to the Exterior of Your furniture and Damage to the Interior of Your furniture and to faults with Your Motion Furniture. Repairs will not be made for Damage that naturally occurs due to normal use and ageing or when Your furniture becomes 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.

To request a large print version of this Service Plan, visit [guardsmaneuropa.com/service-plan](http://guardsmaneuropa.com/service-plan) or call 1800 806 182.

## **THE PARTIES AGREE THAT:**

### **1 DEFINITIONS**

Except where the context otherwise requires, the following terms shall have the meaning ascribed to them:

“**Damage**” means sudden and unintentional damage resulting in rips, punctures, scuffs, burns, chips, scratches, odours left after stain removal, faults, breakage, breaking or broken stitching, split seams, broken zips, broken buttons, peeling or cracking of leather as a result of a defect, separation of synthetic fabric, and any reference to “Damage” includes a reference to any part thereof;

“**Data Protection Laws**” means the Data Protection Acts 1988 to 2018 and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the GDPR and any implementing legislation and all amendments thereto and all other applicable data protection and privacy laws, guidance and regulations;

“**Exterior**” means the external surface area of Your furniture;

“**Interior**” means the foam and fibre fillings inside of Your furniture;

“**Invoice**” means the written confirmation received from Us in the form of a sales receipt that confirms Your details and the furniture that is the subject of this Service Plan;

“**Motion Furniture**” means headrest mechanisms, reclining mechanisms, motors, cabling, transformers, handles, or switches, that form part of a recliner or sofa bed, and any reference to “Motion Furniture” includes a reference to any part thereof;

“**Personal Data**” has the meaning given to it in Data Protection Laws;

“**Repair Services**” means those repair services listed in Section 4;

“**Stains**” means sudden and unintentional spills to the outer cover of the furniture from food, drinks, human bodily fluids, pet bodily fluids, cosmetics, dyes, tar, inks, glue, soaps, wax, paints, and caustic solutions which result in a stain, and any reference to “Stains” includes a reference to any part thereof;

“**Service Plan**” means the repair service contract entered into by You and Us;

“**Term**” means the term ascribed to it in Section 3

“**We**”, “**Us**”, “**Our**”, or “**Ourself**” means Guardsman Europe Limited whose registered address is 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland; and

“**You**” or “**Yours**” means the owner of the furniture named on the Invoice.

### **1.1 Interpretation**

1.1.1 Words in the singular shall include the plural and vice versa.

1.1.2 References to Sections are to sections of this Service Plan and headings are inserted for convenience only and shall not affect the meaning of any of the provisions of this Service Plan.

1.1.3 Unless the context otherwise requires, references to laws and regulations are to the laws and regulations of Ireland and references to laws and regulations are to those laws and regulations as amended or re-enacted from time to time.

## **2 OUR OBLIGATIONS TO YOU**

2.1 Subject to the provisions of this Service Plan, We shall provide the Repair Services, except where any one or more of the following has occurred:

2.1.1 Your furniture was replaced under this Service

Plan;

2.1.2 Your furniture was used outside of Ireland;

2.1.3 Your furniture was used outside of Your home;

2.1.4 Your furniture was used in commercial premises;

2.1.5 Your furniture was used in property that You have rented out (whether for consideration or otherwise), including without limitation, rented rooms within Your home; or

2.1.6 Your furniture was kept on a boat, caravan, or any building or structure not physically attached to Your home.

2.2 We are not obligated to perform any Repair Services for Your furniture that occurs within the term of the manufacturer's or retailer's guarantee period.

2.3 Without limiting the generality of Section 2.1, Repair Services in respect of sets of loose covers, accent/scatter cushions, arm caps, and head protectors (anticumassars) are subject to a cap equal to either: (i) their purchase price as detailed individually on the invoice or (ii) up to a maximum of 10% of the total retail value.

## **3 TERM**

3.1 This Service Plan will commence on the date of delivery of Your furniture and end on the earlier of: 3.1.1 five years after Your furniture is delivered to Your home;

3.1.2 on the date We replace Your furniture in accordance with Section 4.3 or the value of the Repair Services provided exceeds the original purchase price of Your furniture;

3.1.3 on the date We cancel Your Service Plan because You have made a fraudulent request; or

3.1.4 on the date You cancel this Service Plan in accordance with Section 8.

3.2 If You move out of Ireland this Service Plan will automatically come to an end.

## **4 REPAIR SERVICES**

4.1 Subject to this Section 4 and Section 5, We undertake to You to perform the following:

4.1.1 to repair Damage as a result of a fault to the Interior (excluding frames or springs) of Your furniture, only if the Interior of Your furniture has lost its original shape as a result of a fault and the Damage occurred between the 2 year and 5 year anniversaries of this Service Plan;

4.1.2 to repair Damage as a result of a fault to the Exterior of Your furniture only if the Damage occurred between the 2 year and 5 year anniversaries of this Service Plan;

4.1.3 to repair Damage (including Damage caused by pets and Damage resulting in internal or external breakage including the frame or feet of Your furniture) and Stains to the Exterior of Your furniture which occurred at any time during the Term of this Service Plan;

4.1.4 to provide You with a specialised Stain remover product (if appropriate); and

4.1.5 to repair faults to Your Motion Furniture only if the fault occurred between the 2 year and 5 year anniversaries of this Service Plan.

4.2 It is a condition to our obligation to perform the Repair Services that:

4.2.1 Your Furniture has been delivered in satisfactory condition to Your home;

4.2.2 the cause of Damage and Stains to Your furniture can be identified;

4.2.3 Your Furniture has been used and cared for in line with the manufacturer's guidelines; and

4.2.4 You have adhered to all the provisions of this Service Plan, including without limitation, Section 6.

4.3 In the event that a repair in accordance with Section 4.1 cannot be performed, We may replace a damaged part of Your furniture, subject to the following:

4.3.1 We may take possession of the original item or part;

4.3.2 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 reasonable efforts of a technician approved by Us;

4.3.3 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;

4.3.4 If We replace the product, We will not provide further Repair Services in respect of that replacement;

4.3.5 You must co-operate with Us when We arrange any delivery or collection with You; and

4.3.6 Any replacement will be of a similar standard, specification and style as Your original product, to the extent that the cost of such replacement does not exceed the original purchase price of the furniture.

4.4 Notwithstanding anything in this Section 4 to the contrary, We have absolute discretion whether to perform any of the Repair Services.

## **5 EXCEPTIONS TO THE REPAIR SERVICES**

5.1 We will not provide the Repair Services in respect of the following:

5.1.1 Stains or Damage which has occurred at different times and has been allowed to accumulate or worsen;

5.1.2 Damage caused by the incorrect assembly of furniture, whether assembled by You or a third party;

5.1.3 Damage or Stains 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;

5.1.4 leather or fabric relaxing, stretching, creasing or a change in texture (which inevitably happens to a natural product over time);

5.1.5 increased visibility of valleys, troughs or crazing in the leather caused by general soiling and external catalysts which occur over a period of time;

5.1.6 colour loss, fading, pilling or pile settlement caused by day to day usage including colour loss caused by abrasion on raised seams or high contact areas;

5.1.7 brownning or yellowing to any part of the Exterior of Your furniture, unless caused by a spillage;

5.1.8 Stains to the Interior of Your furniture;

5.1.9 Stains or Damage to a sofa bed mattress;

5.1.10 odours, except odours remaining after stain removal, which are specific to the stain;

5.1.11 Stains or Damage caused when Your furniture was being transported or was in storage;

5.1.12 Stain or Damage caused to Your furniture 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;

5.1.13 deterioration of Your furniture'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;

5.1.14 routine repair/cleaning carried out by a repairer/cleaner or another party approved by Us;

5.1.15 any failure of repairs not undertaken as part of this Service Plan;

5.1.16 lost/misplaced handheld, wireless devices used to operate Your furniture functions (including battery packs) that are not permanently attached to Your furniture;

5.1.17 loss of resilience of interior foam fillings, if within industry settlement standards, which means collapsing, sagging or softening, in use, by less than 30% of the original state or other acceptable cushion in Your furniture range or showroom model where available;

5.1.18 fibre fillings, which will naturally soften and decompress over time, being identified as having sufficient interior filling when compared to other comparable cushions or manufacturing standard;

5.1.19 external fraying as a result of wear and tear through daily use over a period of time, including loss of buttons;

5.1.20 any Damage or fault to electronic and audio-visual equipment that are attached or form part of Your furniture, such as docking stations and speakers;

5.1.21 structural faults from general use of Your furniture, including defects to the frame, springs, feet and legs;

5.1.22 in respect of wood, metal or high gloss finishes, Damages that have penetrated into the surface finish that do not exceed 1.5mm in depth; or

5.1.23 power surges which damage electrical components.

## **6 YOUR OBLIGATIONS TO US**

6.1 You shall always look after Your furniture to prevent any Damage or Stains and maintain it in line with the manufacturer's guidelines.

6.2 If a Stain has occurred, You shall immediately:

6.2.1 blot (not rub) liquid spills or remove solids with a clean, dry white cloth or paper towel and work towards the centre of the spill;

6.2.2 not use any inappropriate cleaning materials such as standard household cleaning wipes or baby wipes to try to remove the stain; and

6.2.3 use the procedure set forth in Section 7.

6.3 You shall tell Us if You change Your home address.

## **7 HOW TO REQUEST REPAIR SERVICES**

7.1 If You need to make a repair request under this Service Plan, please phone Us at: 1800 806 182. We will provide You with a form or You can download the form from Our website: [guardsmaneuropa.com/service-plan](http://guardsmaneuropa.com/service-plan). Please complete and return the form to Us by: (i) email at [new-service-request@guardsmaneuropa.com](mailto:new-service-request@guardsmaneuropa.com) or (ii) 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.

7.2 You must make any request for Repair Services as soon as possible, and no later than within 28 days of the event giving rise to a request. Any delay may mean that We will not be able to provide Our Repair Services. We may ask to inspect Your furniture to help assess what Repair Services should be provided.

7.3 We may ask You to provide photographs of the Damage or Stain so We can assess what Repair Services should be provided more quickly.

7.4 If You have reported an incident by phoning Us, You can only request Repair 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.

7.5 Once an appointment has been confirmed for a technician to come to Your home, You must provide Us with 24 hours' notice if You want to cancel Your appointment.

## **8 YOUR RIGHT TO CANCEL**

8.1 You may cancel this Service Plan within 30 days of delivery of Your furniture being delivered to Your home. Please contact the retailer You bought Your furniture from to make a cancellation request.

8.2 If You have not made any repair request, You will get a full refund of any fees paid. If, however, Your furniture has been treated with a stain protector as part of this Service Plan, You will be entitled to a refund of only 75% of the fees You have paid.

8.3 If You want to cancel this Service Plan 30 days or more after Your furniture has been delivered then either: (i) email Us at: [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com) or (ii) 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 remain from the date You asked Us to cancel it. You will also have to pay an administration fee of €0 which We will deduct from Your refund. If, however, Your furniture has been treated with a stain protector as part of this Service Plan, We will deduct a further €0 from any refund.

8.4 We will not backdate any cancellations. 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 Repair Services.

If We decide not to provide such Repair Services, the date of cancellation will be the date You asked Us to cancel this Service Plan.

## **9 COMPLAINTS**

9.1 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.

9.2 If You wish to make a complaint, please: (i) write to Us at: Guardsman Europe Limited, 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland (ii) email Us at: [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com) or (iii) call Us at: 1800 806 182 and quote Your Service Plan reference number so that Your enquiry can be dealt with quickly.

9.3 We 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 Eirocde in all correspondence.

## **10 NOTICE TO CUSTOMERS**

10.1 We may monitor or record any phone calls You make in connection with this Service Plan. This is to check the accuracy of the information, help with staff training and prove that Our procedures meet all relevant legislative requirements. If communication is difficult, please tell Us and We will be pleased to help.

## **11 PRIVACY STATEMENT**

11.1 We are committed to protecting and respecting Your privacy in accordance with the Data Protection Laws. By proceeding with this Service Plan, You are agreeing to the terms of Our privacy policy which can be found at: [guardsmaneuropa.com/service-plan](http://guardsmaneuropa.com/service-plan).

11.2 Set out below is a summary of the main ways in which We process Your Personal Data:

11.3 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.

11.4 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.

11.5 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 Data Protection Laws.

11.6 Your Rights

You have the right to ask Us not to process Your Personal Data for marketing purposes, to see a copy of the personal information We hold about You, to have Your Personal Data deleted (subject to certain exemptions), to have any inaccurate or misleading Personal Data corrected or deleted, to restrict the processing of Your Personal Data, to ask Us to provide a copy of Your Personal 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.

11.7 Retention

Your Personal 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 Service Plan, or Our business relationship with You, unless We are required to retain the Personal Data for a longer period due to business legal requirements.

11.8 Further Information

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](http://guardsmaneuropa.com/service-plan). Alternatively, You may contact Our Data Protection Officer at: (i) Guardsman Europe Limited, 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, Ireland or (ii) via email at: [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com).

## **12 TRANSFERRING THE SERVICE PLAN**

12.1 You can transfer this Service Plan to another person by:

12.1.1 emailing Us at: [EUService@guardsmaneuropa.com](mailto:EUService@guardsmaneuropa.com);

12.1.2 giving Us the full name and address of the person this Service Plan is being transferred to;

12.1.3 telling Us the date You want the transfer to take place; and

12.1.4 paying a €0 administration fee.

12.2 The transfer will not be effective until You have satisfied Section 12.1.

## **13 AMENDMENT OF THE SERVICE PLAN**

13.1 To the extent permitted by law, We may change the provisions of this Service Plan. If We change the provisions of this Service Plan, We will give You at least 60 days written notice of any change.

## **14 ENTIRE AGREEMENT**

14.1 This Service Plan contains the whole agreement between You and Us relating to the subject matter of this Service Plan to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between You and Us in relation to the matters dealt with in this Service Plan.

## **15 GOVERNING LAW AND JURISDICTION**

15.1 This Service Plan is governed by, and shall be construed in accordance with, the laws of Ireland. The courts of Ireland have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Service Plan.