



5 YEAR PROTECTION PARTS & LABOUR



Caple care extended warranty terms and conditions

These are the terms and conditions on which we supply our five year extended warranty service to you (the "Extended Warranty").

This is a manufacturer's warranty and by purchasing it you do not relinquish any rights you have under statute. Therefore, you have the right to choose whether to engage services under the Extended Warranty or under your statutory rights.

Please note that purchase of the Extended Warranty is optional. You are not required to purchase the Extended Warranty at the same time as the product to which it relates. The Extended Warranty can be purchased at any time within two years of your purchase of the relevant product.

We provide services under the Extended Warranty for your product subject to the terms set out below. Please read these terms carefully before you purchase the Extended Warranty, in particular, we draw your attention to the limitations which are placed on our liability to you under clauses 35 to 37.

If you have any questions regarding these terms, please contact us to discuss.

Information about us and how to contact us

1. The Extended Warranty is provided to you by Maurice Lay Distributors Limited (trading as Caple), a company registered in England and Wales. Our company registration number is 2070141 and our registered office is at Fourth Way, Avonmouth, Bristol BS11 8DW.
2. You can contact our customer services team:
 - (a) by completing our contact form online;
 - (b) by telephoning 0117 938 7420; or
 - (c) by writing to us either:
 - (i) at the postal address set out above; or
 - (ii) by email to caplecare@caple.co.uk.



5 YEAR PROTECTION PARTS & LABOUR



Our contract with you

3. You may order the Extended Warranty from us by phone.
4. Subject to clause 5, once we have received your order for the Extended Warranty, we will send an e-mail or letter to you confirming our acceptance of your order. The contract for the Extended Warranty between you and us (the "contract") will only be formed when we send you this confirmation.
5. If we are unable to accept your order for whatever reason (including, but not limited to, your failure to meet our eligibility criteria as set out in clause 7 below), we will inform you of this and will not charge you for the Extended Warranty and will promptly (and in any event within 14 days) refund any amounts that you have already paid to us.
6. Our confirmation email or letter to you will contain your Extended Warranty order number. It will help us if you can tell us this number whenever you contact us about your Extended Warranty.

Eligibility

7. To be eligible to enter into this contract, (unless we agree otherwise):
 - (a) you must be at least 18 years old;
 - (b) the product must be owned by you and kept only for domestic use;
 - (c) the product must be used in a private home, solely occupied by a single household (at the address you gave to us);
 - (d) the product must be purchased and operated in the UK.
8. We may not be able to provide services under the Extended Warranty to all the islands around the UK. Please check with our customer service department using the contact details set out above before purchasing.

Duration of the service

9. We provide a guarantee to you in relation to the applicable product which is separate to any Extended Warranty that you may purchase. The guarantee is not governed by your contract with us for an Extended Warranty. The guarantee is in place from the date on which you purchased the applicable product (the "Purchase Date") until 23:59 on the second anniversary of the Purchase Date. For more information on this guarantee, please visit www.caple.co.uk.
10. The period in relation to which we will provide services to you under the Extended Warranty will begin at 00:00 on the day after the second anniversary of the Purchase Date and will end at 23:59 on the fifth anniversary of the Purchase Date (the "Extended Warranty Period").



5 YEAR PROTECTION PARTS & LABOUR



Scope of the extended warranty

REPORTING A DEFECT

11. If your product has a mechanical or electrical defect which is clearly attributable to material and/or manufacturing faults (a "Defect"), you should report this Defect to us immediately after you identify it. In order for us to process any such report, you must give us all information that we reasonably require to verify your report and to determine, to the extent possible, the Defect that has occurred.
12. Subject to clauses 20 to 25, if you report such a Defect to us in accordance with clause 11 and within the Extended Warranty Period, we will (at our option) either repair or replace the product.

REPAIRS

13. If you believe your product has a Defect, you must take reasonable steps to limit damage to it (such as, stopping using it if it is likely to cause damage).
14. Products will be repaired at your home and, unless agreed otherwise, we will carry out any repairs within normal working hours (9am to 5pm, Monday to Friday and excluding public holidays). Your Extended Warranty order number must be provided in each case. Any replaced parts will pass into our ownership.
15. Where we need to enter your premises to repair a product, you must ensure that the product is accessible and in an environment in which it is safe to work on.

REPLACEMENTS

16. If we elect to supply a replacement product, we will bear the costs of delivery of the replacement product and removal of the defective product. Unless agreed otherwise, the defective product will become our property and we will dispose of it.
17. In the event that (for whatever reason) we cannot replace the defective product with a new version of the same product, we reserve the right to provide a replacement product of the same or similar technical specification.
18. Where we supply a replacement product we reserve the right to charge an appropriate monetary offset in respect of the period of proper and uninterrupted use already enjoyed.
19. Please note, if we replace your product, this contract will automatically come to an end in accordance with clause 33, below. This will not affect your normal statutory rights.



5 YEAR PROTECTION PARTS & LABOUR



EXCLUSIONS

20. The Extended Warranty does not extend to:
 - (a) product accessories, fragile items such as glass or cosmetic parts or appearance;
 - (b) minor variances from nominal features of no significance to the product's value or fitness for purpose;
21. This Extended Warranty does not apply where the product has been damaged save only where damage to the product has been caused by a Defect. For example, the Extended Warranty does not apply where the product has been damaged by: (i) accidental damage, wear and tear, transport damage for which we are not responsible, recklessness or intentional damage; (ii) exceptional environmental conditions (including any problem with the supply of electricity, gas and/or water), inappropriate operating conditions or the appliance having come into contact with unsuitable materials; (iii) installation and assembly not in accordance with our instructions, improper use, poor maintenance or failure to observe operating or assembly instructions; or (iv) by the chemical or electrochemical effects of water.
22. This Extended Warranty does not apply to any consequential loss or damage, whether caused by a Defect or not, including, but not limited to, damage to property other than the product, spoilage of goods, the cost of purchasing a replacement product or removing and re-installing an integrated or bespoke-fitted product or loss or damage caused by installation and assembly not in accordance with our instructions, improper use, poor maintenance or failure to observe operating or assembly instructions.
23. This Extended Warranty does not apply to products installed on boats or for use within a non-domestic environment.
24. We shall have no obligation to carry out any repair or replacement under the Extended Warranty:
 - (a) if repairs or other interventions are performed by persons not authorised by us to take such action, or if our appliances are fitted with non-original spare parts, extras or accessories;
 - (b) if your product is covered by a separate guarantee or warranty provided by a third party (such as the supplier or a repairer); or
 - (c) in the event of physical or verbal abuse towards any member of our staff.
25. Any repairs or replacement provided under the Extended Warranty neither extend the Extended Warranty Period nor commence a new warranty period. The warranty period for any spare parts fitted for a product ends with the expiry of the Extended Warranty Period of the product.
26. We reserve the right to charge for the reasonable costs of a call-out where either no fault is found or where any of the exclusions set out in clauses 20 to 25 apply.

PRICE AND PAYMENT

27. The price of the Extended Warranty (which includes VAT) will be the price indicated to you on the online order pages, or advised to you on the telephone, when you place your order. This may be paid either by a one-off payment or by instalments.
28. If you choose to make a one-off payment, this must be paid in full before we will confirm our acceptance of your order.



5 YEAR PROTECTION PARTS & LABOUR



29. If you choose to make payments by instalments, you must do so in accordance with the timings we set out in our order confirmation. If you do not make any payment in accordance with such timings, we reserve the right to suspend the services that we provide to you under the Extended Warranty until payment is received. Instalment payments will commence when the Extended Warranty is taken out and as such payments could be made prior to the commencement of the Extended Warranty Period.

Your Cancellation And Termination Rights

FULL REFUND – CANCELLATION WITHIN 14 DAYS OF PURCHASE OF THE EXTENDED WARRANTY

30. You may cancel the Extended Warranty by providing notice to us within 14 days of the date on which the Extended Warranty is purchased. Upon receipt of valid notice under this clause 30, we will provide a full refund of the price paid for the Extended Warranty provided that we have not already provided any service to you under the Extended Warranty. If we have already provided services to you under the Extended Warranty, no refund will be given and any fees outstanding for any unexpired months of the Extended Warranty Period will be due and must be paid.
31. You can provide notice under this contract by contacting us using the contact details set out in clause 2. If you cancel the contract under clause 30, your communication must be sent to us before the end of the 14 day period referred to above.

Our cancellation and termination rights

32. We may terminate this contract if you are in breach of any of the eligibility criteria set out in clause 7 above. In this case, we will refund all payments you have already made under the contract, save that you will pay us for any call-out and repair costs we have incurred.
33. If at any time we replace your product, this contract will automatically come to an end. In this case, no refund will be due and any fees outstanding for any unexpired months of the Extended Warranty Period will be due and must be paid.
34. In each case, we will confirm any such termination or cancellation in writing to the last address you gave us.

Limitation of liability – please read this section carefully

35. Subject to clause 37, if we fail to comply with these terms and conditions, we shall be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure up to an amount equal to the cost of replacing the applicable product with a product of the same or similar technical specification.



5 YEAR PROTECTION PARTS & LABOUR



36. Subject to clause 37, other claims in respect of compensation for indirect or consequential loss under this contract are, to the fullest extent permitted by law, excluded.
37. Nothing in this agreement excludes or limits our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) defective products under the Consumer Protection Act 1987; or
 - (d) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

General

YOUR PERSONAL INFORMATION

38. We will use the personal information you provide to us:
- (a) to supply the services under the Extended Warranty to you;
 - (b) to process your payment for the Extended Warranty; and
 - (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
39. We will only give your personal information to third parties where the law either requires or allows us to do so.

EXCLUSION OF THIRD PARTY RIGHTS

40. The contract is only for your benefit. It is between you and us is binding on you and us and on our respective successors and assignees. No rights or benefits will be given to any other third party under the contract.

TRANSFER OF RIGHTS AND OBLIGATIONS

41. You may not transfer, assign, charge, or otherwise dispose of this contract, or any of your rights or obligations arising under it. You cannot transfer this contract to any other product other than the product in relation to which the contract was originally made.
42. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during the term of this contract.

EVENTS OUTSIDE OUR CONTROL

43. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by events outside our reasonable control (a "Force Majeure Event").



5 YEAR PROTECTION PARTS & LABOUR



44. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks; and
 - (f) the acts, decrees, legislation, regulations or restrictions of any government.
45. Our performance under this contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this contract may be performed despite the Force Majeure Event.

WAIVER

46. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Extended Warranty, we can still require you to make the payment at a later date.

SEVERABILITY

47. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms and conditions and those remaining provisions will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

48. These terms and conditions and any document expressly referred to in them constitute the entire agreement between us and supersede and extinguish all previous agreements, promises, assurances, warranties, representation and understandings between us relating to the subject matter of this contract.
49. Neither of us shall have any remedy in respect of any statement, representation, assurance nor warranty (whether made innocently or negligently) that is not set out in this contract. We each agree that we shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
50. While we accept responsibility for statements and representations made by our duly authorised agents during the course of this contract, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.



5 YEAR PROTECTION PARTS & LABOUR



CHANGES TO THESE TERMS AND CONDITIONS

51. We may vary these terms and conditions from time to time provided that such changes do not materially affect the nature and quality of the Extended Warranty provided. We will notify any such changes to you as soon as is reasonably practicable. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within 30 days of the date on the notice and you will receive a pro rata refund of any payments that you have made for the unexpired months of the Extended Warranty Period.

COMPLAINTS

52. In the unfortunate event that you are unhappy with the service that we have provided to you, please get in touch with our customer services team using the contact details provided at clause 2.
53. If you purchased the Extended Warranty online (rather than via telephone), you also have the right to submit your complaint through the Online Dispute Resolution platform at <http://ec.europa.eu/odr> for resolution.

GOVERNING LAW AND JURISDICTION

54. Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be governed by English law.
55. Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales (save that claims may be brought in the courts of Scotland or Northern Ireland as appropriate, where the applicable product is registered to an address in either of those jurisdictions).