

## **RETURNS POLICY**

This returns policy (**Policy**) tells you information about your rights under the Consumer Contracts Regulations 2013 and Consumer Rights Act 2015 for (i) the sale of any finished product, which consists of major domestic appliances (**MDAs**), small domestic appliances (**SDAs**), spare parts, cleaning products and accessories (**Spare Parts**) (collectively known as **Products**), and (ii) for the provision of any services which may include delivery or delivery and installation or repairs (**Services**).

These terms will apply to any contract between us for the sale of Products or Products and Services or for the provision of Services (**Contract**).

We amend these Terms from time to time. Every time you wish to order Products or Products and Services or Services, please check these Terms to ensure you understand the terms which will apply at that time.

### **Cancellation of the Contract prior to the use of the Product or completion of the Services**

#### **1. CONTRACT CANCELLATION UNDER THE CONSUMER CONTRACTS REGULATIONS 2013**

- 1.1 If you are a consumer and you have purchased a Product or Products and Services, you have a legal right to cancel the Contract at any time before or up to 14 days after you have received the Products. This means that during the relevant period if you change your mind or for any reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract.
- 1.2 For the provision of Services, you have the legal right to cancel the Contract at any time up to 14 days on which the Contract was made. This means that during the relevant period if you change your mind for any reason you decide you do not want to go ahead with the Service, you can notify us of your decision to cancel the Contract.
- 1.3 To cancel the Contract, you can call us on 0344 8224 224 or email us at [uk.ie.customercare@europeanappliances.com](mailto:uk.ie.customercare@europeanappliances.com) or use our Cancellation Form attached as Annex 1.
- 1.4 Your purchase of a Product must be complete, unused and in the same condition as when you received it e.g. if you have removed the Product from the box to examine it you must have done so without damaging or marking it. The Product must be returned with any accessories.

1.5 By entering into a Contract for the purchase of Products and Services, you acknowledge that the Services will be fully completed before the cancellation period is over and if you cancel the Contract you will have to pay us for the Services.

1.6 By entering into a Contract for the purchase of Services, you acknowledge that you will have no right to cancel the Service, where a Service has been started within the cancellation period at your request and has been fully completed before the cancellation period is over.

1.7 Where a Service has been started within the cancellation period at your request, but has not been completed, you still have the right to cancel. However, you will have to pay to us the reasonable costs for the work that we have done up to when you informed us of your decision to cancel. These charges are shown below:

<b>Work Request</b>	<b>Charge</b>	<b>Charge if you cancel before repair has been completed</b>	<b>Refund Due (on request) if repair is prepaid</b>
<b>Product repair up to 5 years old</b>	<b>£109.99</b>	<b>£54.98</b>	<b>£55.01</b>
<b>Product repair over 5 up to 10 years old</b>	<b>£124.99</b>	<b>£54.98</b>	<b>£70.01</b>
<b>Product repair over 10 years old</b>	<b>£149.99</b>	<b>£54.98</b>	<b>£95.01</b>

1.8 We will refund the price you may have paid for the Product or Products and Services or Services and if applicable, any basic delivery cost less any deductions which apply in accordance with this Policy, to the card with which you made payment.

1.9 If your MDA(s) has been delivered, then it will be your responsibility to arrange for us to collect the MDA(s). In the case that we will recover the MDA(s) from you, we will charge you a fee of £50 inclusive of VAT to cover the costs that we will incur.

1.10 If your Spare Part(s) has been delivered, then you will need to notify us of your intention to return within 14 days of delivery and we will issue you with a Returns Notification Number. Please make sure to quote this number on the correspondence accompanying the return. You will be responsible for the cost of returning the Spare Part(s). We will refund you the value of your order once we have received your return back into the warehouse. Please note that due to the volume of trade that passes through Hotpoint UK Appliances Limited warehouse we may not be able to process returns that are not accompanied by a Returns Notification Number.

1.11 If your SDA(s) has been delivered, then you will need to notify us of your intention to return within 14 days of delivery and we will issue you with a Returns Notification

Number. Please make sure to quote this number on the correspondence accompanying the return. You will be responsible for the cost of returning the SDA(s). We will refund you the value of your order once we have received your return back into the warehouse.

### **Refunds, returns and discounts**

#### **2. SHORT TERM RIGHT TO REJECT UNDER CONSUMER RIGHTS ACT 2015**

- 2.1 If you are a consumer, you have a legal right to reject any Products which do not conform to the Contract at any time before or up to 30 days from the later of delivery or installation of the Products. This right does not apply to the provision of Services and is separate and in addition to your right to cancel the Contract as set out in paragraph 1 above.
- 2.2 The Contract for the purchase of Products can be cancelled if the Products are not: (i) of satisfactory quality; (ii) fit for a purpose made known to us before you purchased the Product; (iii) as described on our website or any other product guide we have provided you with; or (iv) the installation of the Products was undertaken by us and was performed incorrectly.
- 2.3 If you notify us of your intention to exercise your right to reject a Product within the 30 day period specified in paragraph 2.1 above, then we may offer you a repair or replacement of that Product in accordance with paragraph 3 below. If you agree to such repair or replacement then your right to reject the Product is suspended for a reasonable time whilst we undertake such repair or replacement. Following completion of the repair or replacement, if the Product still does not conform to the Contract, you will have the longer of (i) 7 days from receiving the repaired or replaced Product, or (ii) the remainder of your original 30 day period to reject such Product.
- 2.4 To reject a Product, you can call us on 0344 8224 224 or email us at [uk.ie.customercare@europeanappliances.com](mailto:uk.ie.customercare@europeanappliances.com). When contacting us, you must inform us of why you are rejecting the Product(s).
- 2.5 We will refund, in full, the price which you have paid for the Product, including any delivery or installation charges, within 14 days of us agreeing that the refund is due.
- 2.6 If your MDA(s) has been delivered, then we will contact you in order to arrange a convenient time for collection of the MDA(s).
- 2.7 If your Spare Part(s) or SDA(s) has been delivered, then when you notify us of your intention to return the Product we will issue you with a Returns Notification Number and provide you with a returns label. Please make sure to quote this number on the correspondence accompanying the return.

### **3. RIGHT TO REPAIR, REPLACEMENT OR REPEAT PERFORMANCE UNDER THE CONSUMER RIGHTS ACT 2015**

- 3.1 If you are a consumer, you have a legal right to request a repair or replacement of any Products which do not conform to the Contract or to request that we re-perform any Services in order to ensure that they conform to the Contract. In addition, if you notify us of your intention to exercise your short-term right to reject a Product, then we may offer you a repair or replacement of that Product.
- 3.2 To request a repair or replacement of a Product or the repeat performance of any Services, you can call us on 0344 8224 224 or email us at [uk.ie.customercare@europeanappliances.com](mailto:uk.ie.customercare@europeanappliances.com). When contacting us, you must inform us of why you require a repair or replacement of the Product or the reperformance of the Services.
- 3.3 If the Product or Services still do not conform to the Contract following repair, replacement or repeat performance, if we are unable to offer a repair, replacement or repeat performance because this would be impossible or if we have failed to carry out such repair, replacement or repeat performance within a reasonable time or without causing you significant inconvenience, then you will have the right to a price reduction as set out in paragraph 4 below or, in the case of Products only, to reject the Products as set out in paragraph 5 below.

### **4. RIGHT TO A PRICE REDUCTION UNDER THE CONSUMER RIGHTS ACT 2015**

- 4.1 Where you have purchased Products and/or Services and one of the circumstances in paragraph 3.3 applies, you have the right to request a price reduction and to receive a refund for any amount which you have paid us in excess of the reduced price.
- 4.2 To request a price reduction, you can call us on 0344 8224 224 or email us at [uk.ie.customercare@europeanappliances.com](mailto:uk.ie.customercare@europeanappliances.com).
- 4.3 If you are entitled to a refund you will receive this within 14 days of us agreeing that the refund is due.

### **5. FINAL RIGHT TO REJECT UNDER THE CONSUMER RIGHTS ACT 2015**

- 5.1 Where you have purchased Products and one of the circumstances in paragraph 3.3 applies, you have the right to reject the Products.
- 5.2 To exercise your final right to reject the Products, you can call us on 0344 8224 224 or email us at [uk.ie.customercare@europeanappliances.com](mailto:uk.ie.customercare@europeanappliances.com).
- 5.3 If you reject the Products within six months of them being delivered or installed then you will receive a full refund of any price paid for the Product including any delivery or installation charges within 14 days of us agreeing that the refund is due.

5.4 If you reject the Products later than six months after they are delivered or installed then we may make a deduction in order to take account of the use you have had of the Products in the period since they were delivered.

5.5 When determining the amount of any deduction for use we will consider: (i) the period of time since you received the Product; (ii) the type of Product; (iii) the intended use of the Product; (iv) the expected use of the Product; and (v) any signs or extent of use of the Product. Where appropriate, the amount of any deduction for use may be the full price you paid for the Product.

5.6 You will receive any refund within 14 days of us agreeing that the refund is due.

### **Manufacturer's Guarantee**

#### **6. MDA AND SDA MANUFACTURER'S GUARANTEE**

6.1 Your purchase of a Product has the benefit of a manufacturer's guarantee ("Guarantee"), which covers your MDA for 12 months from date of purchase and your SDA for 12 months with an additional 1 year free if you register your SDA within 28 days of purchase. Please refer to the certificate of Guarantee contained within the box of your purchase for more information. Our Guarantee is in addition to your statutory rights as detailed above.

#### **7. SPARE PARTS MANUFACTURE GUARANTEE**

7.1 Your Spare Part has the benefit of our manufacturer's guarantee ("Guarantee"), which covers your Spare Part if, within twelve months from purchase your Spare Part is proven to be faulty or damaged because of either workmanship or material. Our Guarantee is in addition to your statutory rights as detailed above.

7.2 If you received a faulty or damaged Spare Part(s) within twelve months from the date of purchase you may elect to make a claim pursuant to this Guarantee by contacting our Spare Parts Department on 0344 8225 225. We will arrange a returns authorisation and either a replacement part or full refund including the cost of sending the item to you once the Spare Part(s) has been received and inspected. If you would like to exchange a Spare Part(s) for a different one, please notify our Spare Parts Department on 0344 8225 225. when applying for a returns authorisation.

7.3 Please note it takes 2 to 5 business days to process returns once they arrive at our warehouse.

7.4 A full refund will be issued in the same form of payment originally used for the purchase within 3 to 5 business days of us receiving your return. Please allow up to 28 days for funds to appear in your bank account.

7.5 Our Guarantee is subject to the following conditions:

- a) Documentary proof of original purchase date is provided.
- b) Cosmetic damage must be reported within 14 days from the date of purchase.
- c) The Spare Part has been fitted by a suitable qualified or competent person in accordance with our operating and maintenance instructions.
- d) The Spare Part is used in the United Kingdom.

7.6 Our Guarantee does not cover:

- a) Damage resulting from transportation, improper use, neglect or interference or as a result of improper installation.
- b) Accidental damage, this includes but is not limited to, damage which occurs as a result of an external action.

7.7 We manufacture Spare Parts for domestic use only. We understand that in some cases our Spare Parts are used in commercial and/or non domestic situations. We still provide a full 12 months Guarantee subject to the above conditions and that the Spare Part has not been subject to overuse, which is to be determined by us taking into account actual usage versus usage that is expected of a domestically situated appliance.

## Annex 1

### CANCELLATION FORM

To: Hotpoint UK Appliances Limited, Morley Way, Peterborough, PE2 9JB

0344 8224 224

[uk.ie.customercare@europeanappliances.com](mailto:uk.ie.customercare@europeanappliances.com)

I/We [\*] hereby give notice that I/We [\*] cancel my/our contract of sale for the following goods [\*]/ for the supply of the following service [\*],

Ordered on [\*] / received on [\*]

Name of consumer(s): .....

Address of consumer(s):

.....

.....

Order Reference Number: .....

Date: .....

Signature of consumer(s) (only if this form is notified on paper:

.....

. [\*] Delete as appropriate