



Chargeable Work Terms and Conditions

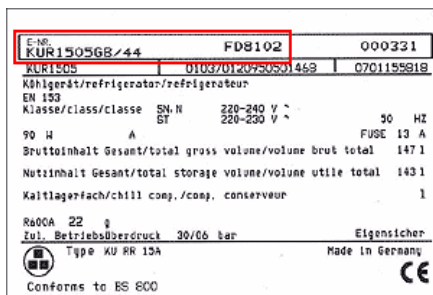
1. Please read this document carefully as it will tell you everything you need to know about the terms and conditions on which we will deal with each other.

2. If you are booking an engineer visit for a Neff home appliance using our online system. To do this, you will need to agree to the terms and conditions below.

The information you supply

3. Please ensure that the information you submit on our online system is correct. Should the address, appliance, or fault details be incorrect, we reserve the right to charge you for the engineer's call-out and/or to not to carry out a repair.

4. Please note we need the exact details of your appliance in order to carry out the repair and select the correct replacement spare parts if required. The details we require are the appliance's E-NR and FD numbers. The E-NR is the model number and the FD is a code which tells us the production date of the appliance. These can be found on the rating plate of the appliance. For help finding the rating plate please use the finder on the online booking system. An example of a rating plate is found below:



Appointment dates and times

5. All engineer appointment dates and times are subject to availability. We may contact you and offer an alternative date or time should the need arise. By using this online facility, and arranging an engineer visit, you have agreed to be present at the selected time and date. If you are not available for any reason, please call 0344 892 8989 as soon as possible to rearrange the visit. If you are not at home when the engineer visits at the agreed time, we may charge you for the call-out.

6. In some cases our own team of engineers do not cover your postcode area and in this case you will not be able to book an engineer visit online (the system will inform you). Please call 0344 892 8989 and we will give you details of our authorised service partners who repair our appliances on our behalf in your area. Our service partners may charge different repair rates to those listed below although terms and conditions for under warranty repairs remain the same.

What is/is not covered

7. The price we quote includes the engineer's call-out and associated labour charges. Where additional parts are required in order to carry out the repair we will give you a quote for these parts. The price we quote does not include the following: (i) getting to your appliance (additional materials and labour); (ii) any costs associated with making-good or redecorating, or (iii) additional work required to gain access to your appliance due to a non-standard installation. You will be responsible for this unless we have been negligent.

8. We will not carry out a repair to your appliance if: (i) parts are unavailable; (ii) your appliance is not, in our reasonable opinion, capable of being repaired; (iii) your appliance is, in our reasonable opinion, beyond economical repair; (iv) where there is no fault found with your appliance; or (v) where, in our opinion, your appliance is not reasonable accessible due to manner of its installation. In these instances you will still have to pay the charge for the engineer's call-out.

Under warranty repairs

9. Our products come with a manufacturer's warranty which means that your repair costs may be covered. Full terms and conditions can be found [here](#). By agreeing to these terms and conditions you are also agreeing to our warranty terms and conditions. If your appliance is under warranty, please have your proof of purchase available when the engineer visits. If you have moved into a new build home and do not have any proof of purchase for your appliance, please show the engineer proof of when you moved into the property.

10. If a repair or replacement takes place under warranty, the warranty does not restart. The proof of purchase date remains the start date of the warranty period. The warranty period for spare parts fitted within the warranty period of the appliance ends with the expiry of the warranty on the appliance as a whole.

11. Please note that the warranty covers appliances used for normal domestic purposes only and used in accordance with our operating and maintenance instructions. We also reserve the right to invalidate the warranty.

Insurance policies / protection plans

12. Repair costs can be covered by insurance policies or protection plans. If you have such a policy please read this section. If your appliance is covered by an insurance policy, extended warranty or one of our repair plans, please have your proof of cover documents available when the engineer visits. Please note that if your insurance company or extended warranty company refuses to pay for the repair, you will be charged – see section 14. Companies may insist that you get an authorisation number from them before a repair is carried out. If this is the case with your company, then you must obtain this authorisation number and have it available when the engineer visits otherwise you will be charged on completion of the repair.

13. You can also pay for your repair, and protect your appliance for a further year with a Neff Repair Care Plan. These cannot be organised online. If you wish take out a Neff Repair Care Plan, please call 0344 892 8989.

Out of warranty repairs and other chargeable repairs

14. If the appliance is out of warranty, the repair will be chargeable. Even if the appliance is under warranty, we may still charge for the repair. Please see our warranty terms and conditions [here](#). By agreeing to these terms and conditions you are also agreeing to the terms and conditions of the warranty.

15. Our Call-Out Charge outside of the M25 is £95.00 including VAT, and within the M25 the Call-Out Charge is £99.00 including VAT. The Call-Out Charge covers the engineers call out, and all labour – no matter how long the repair takes to complete. All replacement spare parts are charged additionally. For more information on our repair pricing, please visit [here](#). Our prices may change at any time, but price changes will not affect any order that we have confirmed with you.

16. You can also pay for your repair, and protect your appliance for a further year with a Neff Repair Care Plan. These cannot be organised online. If you wish take out a Neff Repair Care Plan, please call 0344 892 8989.

Future faults

17. After a repair our chargeable work and the parts used are guaranteed for 12 months. In order to claim under this guarantee, Please keep this invoice as proof of purchase so that you can claim under this guarantee, and give the number to the Customer Service Advisor when you book the new visit (our telephone number is 0344 892 8989). The engineer will also need to see the invoice at the start of the visit. The guarantee period for spare parts fitted within the guarantee period of the appliance ends with the expiry of the warranty on the appliance as a whole. These guarantees do not affect your statutory rights in relation to the quality and description of materials and services. You can contact your local trading standards or Citizens Advice Bureau if you need more information about your statutory rights.

18. Please note that a breakdown of the machine in the future which shows similar symptoms covered by the initial repair may be due to another fault or a different component. The engineer will be able to determine if this is the case.

Notice of your right to cancel

19. You are entitled to cancel this agreement. If you wish to cancel you **must do so in writing** and deliver it personally or send it (which may be by email) to the address in section 20 within 7 calendar days of the date of your booking. Your notice to cancel will have been taken to have been received as soon as you post or send it to us, or in the case of email from the date it is sent to us. Please note that you will be required to pay for any goods or services we provide to you if you ask us to start work before the end of your cancellation period. If you cancel a booking and you have made any payment in we will refund these amounts to you.



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Information about us and how to contact us

20. We are Neff, a division of BSH Home Appliances Limited, a company registered in England and Wales under company number 01844007 and with our registered office at Grand Union House, Old Wolverton Road, Wolverton, Milton Keynes, MK12 5PT. Our VAT number is GB531042595.

21. If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 0344 892 8989 or by emailing us at mks-servicerequest@bshg.com.

22. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by email, by hand, or by pre-paid post to BSH Home Appliances Ltd at mks-servicerequest@bshg.com or Neff Customer Service at BSH Home Appliances Ltd, Hipwell Road, Kettering North Business Area, Kettering, Northamptonshire NN14 1UA. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by email, by hand, or by pre-paid post to the address you provided to us.

How we may use your information

23. We will use the personal information you provide to us to: (a) provide the Goods and/or Services; (b) process your payment for such Goods and/or Services; and (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

24. You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

25. We will not give your personal data to any other third party.

If there is a problem with the services

26. In the unlikely event that there is any defect with the Services: (a) please contact us and tell us as soon as reasonably possible; and (b) please give us a reasonable opportunity to repair or fix any defect. You will not have to pay for us to repair or fix a defect with the Services under this section 26.

27. As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in this agreement will affect these legal rights.

Price and payment

28. Payment is due at the completion of the engineer's visit or the completion of the repair, whichever is later. We accept Visa Debit, Visa Credit, MasterCard and Switch/Maestro debit cards. The following cards are not accepted: Solo, Electron, American Express, Diners card, and Maestro International.

29. If you cancel this agreement and we have already started work on your order/service by that time, you will pay us any costs we reasonably incurred in starting to fulfil this agreement, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. Unfortunately, if you cancel this agreement and we have already despatched your Goods to you, we will not be able to cancel this agreement until it is delivered. In this case, if you return the Goods to us, we will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.

30. If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

31. However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 28 will not apply for the period of the dispute.

Our liability to you

32. If we fail to comply with this agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

33. If we are installing the Goods and/or providing Services in your property, we will make good any damage to your property caused by us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.

34. We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

35. We do not exclude or limit in any way our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (iv) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and (v) defective products under the Consumer Protection Act 1987.

Events outside our Control

36. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by an Event Outside our Control. An Event Outside our Control means any act or event beyond our reasonable control.

37. If an Event Outside our Control takes place that affects the performance of our obligations under this agreement: (i) we will contact you as soon as reasonably possible to notify you; and (ii) our obligations under this agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control. Where the Event Outside our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside our Control is over. Where the Event Outside our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside our Control is over.

38. You may cancel the contract if an Event Outside our Control takes place and you no longer wish us to provide the Goods and/or Services. Please see your cancellation rights under clause 19.

Other important terms

39. We reserve the right to change the terms and conditions of this service, at any time, without prior notice

40. We may transfer our rights and obligations under this agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this agreement.

41. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

42. Each of the paragraphs of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

43. If we fail to insist that you perform any of your obligations under this agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

44. This agreement is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.