

TERMS & CONDITIONS FOR PRODUCT SERVICING

BOOKING A SERVICE REQUEST

Your agreement to book a Service Visit with us is an offer to purchase product servicing from Mira Showers subject to these conditions and accordingly a contract is formed at such time.

You must confirm at time of booking that you are authorised to request a repair to the product and will fully accept liability for any charge incurred if the visit is not covered under the terms of our guarantee. In case of charges our Technician will expect to take full payment from you by credit or debit card at the time of visit.

We cannot accept requests for visits where you have not accepted the possibility of charges.

You must also confirm that the product can be isolated from supplies, that the Technician can park legally in the location (in case of permit parking that this must be made available to the Technician) and that you (or your representative) are over 18 and will be present for the duration of the visit.

You may cancel the contract within fourteen (14) working days from the date the contract is formed, provided that our Technician has not already attended your property at the time of cancellation, by notifying us by telephone on 0844 571 5000*.

We will use all reasonable endeavours to ensure that a Technician visits your property on the agreed date. However, occasionally, due to circumstances outside our control, we may be unable to get a Technician to attend your property as planned. If this happens, we will contact you as soon as is reasonably practicable and agree an alternative date.

If you are unable to allow our Technician access to your property on the agreed date, you must contact us as soon as is reasonably practicable (and in any such event before 12 noon on the day preceding the agreed visit date) to arrange an alternative date for provision of the service. If you do not inform us or inform us after this time, we reserve the right to charge a "Cancellation Charge".

If we have to cancel the visit before we enter your property due to lack of legal parking, no one home or person in attendance is under 18 years old we reserve the right to charge a "Cancellation Charge".

We reserve the right to cancel any appointment if we reasonably believe that the health or safety of our Technician cannot be guaranteed.

Where there is evidence that the fault relates to a shower fitting or consumable item we reserve the right to send replacement parts only.

GUARANTEE

If the appliance is covered under the terms of our guarantee, the provision of product service will be free of charge.

If you have not previously registered the product, you will be asked by our Technician to provide proof of purchase in the form the original purchase receipt or Invoice. Failing this, the warranty can be determined using the appliance date/serial number on the unit.

If you are unable to provide such information to our Technician we will be entitled to charge full payment for the visit ("Fixed price Repair").

*Calls cost 7p per minute plus your phone company's access charge.

THE BOLD LOOK
OF **KOHLER**

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NOT COVERED UNDER GUARANTEE

The following are not covered under the terms of our guarantee:

- Damage or performance issues arising from incorrect installation
- Improper use or neglect.
- Lack of maintenance, build up of limescale, frost damage or damage caused by foreign objects (corrosion, system debris, sludge or pipe scaling).
- Water or electrical supply and isolation issues.
- Installation outside our recommendations outlined in our user instructions.
- Call out charges where no fault has been found with the appliance.
- Compensation for loss of use of the product or consequential loss of any kind.
- Damage or defects if the product is taken apart, repaired or modified by any persons not authorised by Mira Showers or our approved agents.

Where a call under terms of our guarantee has been booked and the causes are not covered as above a full service charge ("Fixed Price Repair") will be made.

THE SERVICE VISIT

Our Technician will use all reasonable efforts to repair a fault however; we cannot guarantee to be able to repair every fault.

Once inside your property, if we cannot affect a repair because your product cannot be isolated or is installed in an area where our Technician cannot gain clear and safe access, or it has not been installed in accordance with the user instructions, we reserve the right to charge a "Call Out Fee".

Our Technician will take reasonable care when isolating your supplies in your home however in the unfortunate event that these components become damaged during normal use we will not accept liability.

Where applicable our technicians will perform an electrical safety check and ensure the fuse ratings are to specification, if the technician has any concerns he will leave your appliance in a safe condition and provide you an advisory notice.

Any part of the appliance located in a loft cavity must have safe floor boarding directly from the access hatch to the repair area. There must also be provision for adequate lighting to and from the loft access and in the repair area to meet with current health and safety at work regulations.

If the fault is a result of faulty installation or supply service issues the Technician will inform you of the nature of the fault and advise you of what, in their opinion, is a reasonable course of action. This may include that the appliance is beyond economic repair and requires replacement. In all such circumstances, we will be entitled to charge a "Call Out Fee".

Once the repair has taken place and the unit checked the Technician will take payment by credit or debit card.

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OBSOLETE PRODUCTS

If a product has been out of production for more than five years, the service Technician will use their best endeavours to complete a successful repair. If, however, the required parts are no longer available, we reserve the right to charge a "Call Out Fee".

REPAIR GUARANTEE

1. Paid Repairs

We guarantee all replaced parts for a full 12 months from the date of the paid repair visit. We will, free of charge, re-perform any service should the same part fail within 12 months following the original paid visit date. Parts replaced free of charge during this guarantee do not attract a further 12 month warranty.

This guarantee will not apply where the defect arises again as a result of: wilful or accidental damage; use of the appliance otherwise than in accordance with the user instructions; any tampering with, or alteration of, the appliance by anyone other than us.

If our Technician reasonably believes that the reported fault is not directly related to original part replaced, we will be entitled to charge full payment ("Fixed Price Repair") for the visit.

2. Warranty Repairs

Repairs carried out under warranty do not extend the original product guarantee period.

LIMITATIONS ON OUR LIABILITY

Mira Showers will not consider compensation for loss of use of the product or consequential losses of any kind.

GENERAL

These terms and conditions shall be construed in accordance with the laws of England and Wales, and both parties agree to submit to the jurisdiction of the courts of England and Wales.

Where the Service is to be performed in Scotland, this contract shall be construed in accordance with the laws of Scotland, and both parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.

These conditions can only be amended or varied by written agreement between both parties.

THE GUARANTEES SET OUT ABOVE DO NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

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EXTENDED POLICY HOLDERS

Please refer to your policy documents for your terms and conditions.

Your policy document will need to be shown to our technician at the time of the visit.

ADDITIONAL TERMS APPLICABLE TO 3RD PARTIES ONLY

Our Nationwide team of Service Technicians are fully trained to service or repair your product during the course of its working life.

All of our Technicians carry identity cards are routinely CRB checked. They also carry CSCS/JIB cards.

You have the assurance of a fully trained Mira Technician, genuine Mira spare parts and a 12 month guarantee on the repair.

We aim to complete 75% of repairs within 3 working days with a 95% first time fix rate. We give priority to users with special needs.

We maintain extensive stocks of genuine spares and accessories and aim to provide support throughout the products expected life.

Requests must be submitted by fax or email and must contain an order reference or job number which can be used as a reference or for invoicing purposes, contact name, phone number and billing address. Each visit request should include the occupant's full name and address, contact telephone number(s), the model of shower and the date of installation. A brief description of the fault should be included.

Receipt of your fax or email will be taken as confirmation that you are authorised to request a repair to the product up to the value of £300 (ex VAT) and will fully accept liability for any charge incurred if the visit is not covered under the terms of our guarantee. If charges are applicable an invoice will be sent following the visit and payment should be made within 30 days of receipt.

We cannot accept requests for visits where you have not accepted the possibility of charges.

In situations where our Technician may be at risk we reserve the right to ask that we are accompanied. We reserve the right to cancel any appointment if we reasonably believe that the health or safety of our Technician cannot be guaranteed.

In cases where the appliance is beyond economic repair and requires replacement. If the value is less than £300 if it is feasible we will carry out this replacement.

If the repair is over £300 the Technician will advise you the expected cost of the parts to affect the repair for you to accept. If you do not accept the cost then our "Call Out Fee" Will still apply.

If you have any further questions or enquiries regarding our terms and conditions, please call our customer service department on 0844 571 5000*, or visit our website at www.mirashowers.co.uk/contactus.

*Calls cost 7p per minute plus your phone company's access charge.