

# TERMS AND CONDITIONS

## Staingard Protect5 - Discretionary Furniture Care Plan

Thank you for choosing to add Staingard Protect5 to your furniture purchase. While we hope your furniture stays in excellent condition, we understand that everyday life can sometimes result in accidental marks or damage. This Plan gives you the opportunity to request assistance from us should something unexpected happen.

### Nature of the Discretionary Furniture Care Plan

This is a **discretionary assistance plan**, not a contract of insurance, a guarantee, or a promise to repair or replace your furniture.

All support, services, and benefits under this Plan are provided **entirely at the sole and absolute discretion of Staingard Protect** ("Staingard"). Staingard will consider each request individually and may choose to provide assistance, decline assistance, or provide support on terms it believes appropriate.

No decision taken under this Plan creates any obligation for Staingard to offer the same or similar support in the future.

### Definitions

**We / Us / Our:** Staingard Protect ("Staingard").

**You / Your:** The customer named on the retailer's receipt.

**Furniture:** The items listed on your purchase receipt, which may include upholstery, cabinet furniture, beds, mattresses, or related items.

**Discretionary Furniture Care Plan:** The support arrangement described in these terms.

**Service Request:** A request for assistance made Monday–Friday, 9am–5pm.

**Territorial Limits:** UK, Channel Islands, Isle of Man, and Ireland.

### Requesting Assistance

You must submit a Service Request within **10 days** of discovering the issue. Visit [staingard.co.uk](http://staingard.co.uk) and click "**Request for Service.**"

Please do not attempt to clean or repair the item before we review your request. Doing so may affect our ability to provide assistance.

### What Staingard May Support Discretionarily

If you submit a Service Request, Staingard may choose to assist with issues such as:

#### Accidental Staining (Upholstery, Bed and Cabinet Care Plans)

- Food and drink (e.g., tea, wine, curry)
- Cosmetics and makeup
- Tanning products
- Bodily fluids (human or pet)
- Ink, paint, glue, or corrosive substances
- Dye transfer (e.g., from clothing or newspapers)
- Wax and wax polish

#### Accidental Damage (Upholstery, Bed and Cabinet Care Plans)

- Rips, tears, punctures, burns, scuffs
- Pet-related accidental damage (3 requests on Upholstery and Cabinet - 1 request on Beds)
- Chips, dents, scratches
- Breakage or scratching of glass and mirrors

#### Structural Issues (Cabinet Care Plans Only) (after the manufacturers warranty ends)

- Frame breakage, recliner faults
- Button or zip failure, veneer or leather delamination
- Electrical faults (e.g., motors, USB ports)
- Loss of resiliency to foam and fibre interiors
- Seams, stitching, or broken metal components

### What Staingard May Decline

Staingard may choose not to support issues arising from:

- Commercial or rental use
- Pre-existing or delivery day damage
- General wear, tear, or fading
- Improper cleaning or unapproved products
- Misuse, neglect, or inappropriate treatment of furniture
- Infestation or wild animal damage
- Any issue not listed in "**What Staingard May Support**"

### Discretionary Limits

The maximum total value of discretionary support that Staingard may provide will not exceed the original purchase price of the covered items. Additional limits:

- **Arm caps / scatter cushions:** Up to original item value
  - **Mattress protectors:** Up to 4 discretionary replacements
- Staingard may choose to offer a **credit note** instead of repair or replacement.

### Methods of Assistance

Following a successful Service Request review, Staingard may choose to offer one of the following outcomes:

- A specialist cleaning kit
  - A technician visit for in home repair
  - A partial or full product replacement
  - A credit note redeemable at the original or an authorised retailer
- If we replace your product, we may request its return. If not collected, disposal remains your responsibility.

### Duration of the Plan

Support under this Plan begins on the furniture delivery date and lasts **5 years** in total.

Support for structural issues begins after the first **12 months**.

### Ending the Plan

The Plan will end if:

- The 5 year term expires
- The product is replaced in full
- The furniture is misused or materially modified
- False or misleading information is provided
- The maximum discretionary limit is reached
- The Plan is cancelled or remains unpaid

### Cancellation

You may cancel within **14 days** of receiving these terms for a full refund, provided no assistance has been given.

After 14 days, no refund is available.

Staingard may cancel the Plan in cases of non payment, misuse of the Plan, or where false or misleading information is provided.

### Your Responsibilities

To help maintain eligibility for discretionary support, you must:

- Follow manufacturer care guidelines
  - Keep furniture clean and properly maintained
  - Avoid direct heat or sunlight exposure
  - Use only Staingard approved cleaning products
- Failure to follow these requirements may affect the outcome of a request.

### Dispute Resolution

If you are unhappy with the outcome of a Service Request, please contact Staingard Customer Services. We will manage all concerns in line with our Care Plan Code of Conduct.

If you remain dissatisfied, you may refer the matter to the **Furniture Ombudsman** for independent review.

### Data & Privacy

Staingard Protect is the Data Controller for the purposes of administering this Plan.

You may request:

- Access to your data
- Correction or deletion (where legally possible)
- To lodge a complaint with the Information Commissioner's Office

We do not use your data for marketing without your explicit consent.

### Governing Law

This Plan is governed by the laws of England and Wales.

### Transferring Your Plan

You may request to transfer this Plan to another person for a **£35 administration fee**, subject to our approval.

### False or Misleading Information

If you or someone acting for you provides **false or misleading information**, Staingard may end the Plan and decline any future requests for assistance.

### General Provisions

Staingard may revise the scope or process of this discretionary scheme at any time.

This Plan does not confer rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

Any delay in enforcing these terms does not waive our rights.

### Request for Service

Visit [staingard.co.uk](http://staingard.co.uk) and select "**Request for Service.**"

You may also contact us via [protectservice@staingard.co.uk](mailto:protectservice@staingard.co.uk) or by calling **01244 888658**.

### Plan Administration

This Protect5 Discretionary Furniture Care Plan is provided by **Staingard Protect Limited**, administered by **Staingard Limited**, Company Number 5694078. Registered Office: Barnston House, Beacon Lane, Heswall, Wirral, CH60 0EE.