

SmartCare Leather Protection Plan | Terms & Conditions

Commercial Leather Protection Plan - Leather Upholstery For Commercial Use

Our Commitment to you

If you buy a SmartCare Leather Protection Plan AND clean and care for your new leather furniture as per the instructions (see below), SmartCare will clean or repair any of the furniture's leather that has been damaged within 2 years from date of purchase. **At our discretion**, we may replace the damaged section or, in extreme cases, replace the item of furniture subject to the conditions of this Leather Protection Plan.

Definitions

Abuse: Improper use, mistreatment, to use in a way that is harmful or not the intended manner for which the item was designed.

Accident: An unexpected event which occurs suddenly resulting in damage and could not reasonably have been anticipated or prevented.

Incident: A single occurrence that results in damage to the furniture/item.

Neglect: Failure to take reasonable care of or to look after the furniture/item. Failure to protect the furniture/item from likely damage. Disregard of duty of care resulting from carelessness or indifference. More than two occurrences of the same or similar type.

Cleaning Disclaimer:

Please note: Your SmartCare protection plan is not a cleaning contract. It is an accidental stain and damage agreement. If you would like your leather professionally cleaned (additional charges apply) please ask our claims manager who will refer you to an authorised cleaner in your area.

This Leather Protection Plan is given by UPcare international Pty Ltd (ACN: 613651737)

For further information contact SmartCare on: 1300 979 771 Or email:
claims@upcareonline.com

The Leather Protection Plan;

- Must be purchased at the same place and time as the furniture is purchased from the same retailer
- Is not transferable
- Can only be used by the original purchaser
- Only applies in Australia and New Zealand

Caring for your new Leather Furniture

The furniture/item must be cared for and maintained during the term of the protection plan in accordance with the care instructions for that product. Every reasonable precaution should be taken to avoid accidental stains or damage.

Your new leather furniture should have been delivered to you in a clean and undamaged state. If for any reason it hasn't been please contact your retailer immediately.

It's a great idea to use the care products in your SmartCare care kit on your new leather furniture as soon as it arrives in your home.

EasyCare instructions can be found on the sides of the bottles.

Your leather furniture should be cleaned and conditioned every two to three months. However, higher use/higher wear furniture, or frequent use by people on medications, may require more frequent cleaning. If your furniture looks dirty it usually is.

While covered you must care for your furniture using the recommended SmartCare products in accordance with instructions on the product which can also be found on the sides of the bottles or on our website. Using non-recommended care products, or any other unauthorised chemicals, will invalidate rights under the Leather Protection Plan.

How to Make a Claim:

Go to smart.upcareonline.com

Uncontactable customers

If you are uncontactable by SmartCare or its associated technicians, after 14 days your claim will be cancelled. We ask that you return our calls if you miss them and reply to our emails. SmartCare will make a minimum of 3 attempts to reach you.

Supply of information

It is a requirement of the claimant to provide all required information as outlined in the claim form. Read the sections carefully and be sure to provide photos as described. If the correct photos and documentation are not supplied within 5 days of the stain or damage occurring, SmartCare cannot guarantee the complete removal or complete repair of accidental stains or damages.

1. Immediate Attention of Accidental Stains

(a) If any accidental damage or stain should occur, you should immediately attend to it by following the instructions on the product labels, and in addition, seek care advice on this website.

Alternatively, contact SmartCare customer service centre in Australia on 1300 979 771 for assistance.

2. Non-Removable Stains

- (a) If a stain cannot be removed or the furniture is damaged, SmartCare will provide a service technician to inspect the damaged area of your leather furniture at no cost to you. Should the service technician be unable to remove the stain and/or repair the damage, SmartCare P/L will, at its discretion, arrange for the stained or damaged area to be replaced at no cost and the Leather Protection Plan conditions and term will continue.
- (b) If the stain or damage cannot be removed or repaired, SmartCare reserves the right to provide the closest possible colour and texture match with the leathers, sticking and threads that are available and to replace the damaged area but cannot guarantee an exact colour/texture match.
- (c) **Important:** Accidental stains and damages must be reported to SmartCare within 5 days of occurrence otherwise they will not be covered by this Leather Protection Plan.
- (d) **Please note:** Where a technician upon inspection of your furniture deems the issue to be a manufacturer fault the opinion of the technician will be final and the issue will not be covered by the Protection Plan. In such cases we recommend that you contact the retailer to discuss the issue further as you may have rights under warranty or the Australian Consumer Law
- (e) SmartCare's liability is limited to a maximum of the original purchase price of the damaged sofa or SmartCare purchase price, whichever is the lesser. In the event that the original furniture is replaced, the replaced furniture becomes the property of SmartCare. The new furniture will not be covered under this Protection Plan and the Protection Plan will be concluded.

3. What is covered?

Accidental Damage such as:

- (a) Rips
- (b) Cuts and Tears
- (c) Scuffs and Grazing
- (d) Pulled Stitching
- (e) Cigarette Burns

Accidental Stains such as:

- (f) Food and Drink
- (g) Acetone and Lipstick
- (h) Nail Polish
- (i) Blood and Bodily fluids (Excluding sweat)
- (j) Corrosive Chemicals and Acids
- (k) Paint
- (l) Gum
- (m) Crayons and soaps
- (n) Creams
- (o) Hair Dyes
- (p) Cosmetic solutions
- (q) Adhesives
- (r) Pet stains but not pet damage. (Eg anything caused by jaws and/or claws)

Accidental stains and damages caused by children

SmartCare will cover accidental stains and damages caused by children where an accident is defined as an unexpected event which occurs suddenly resulting in damage and could not reasonably have been anticipated or prevented. Every reasonable precaution should be taken to avoid accidental stains or damage. Allowing a child to use crafts on a furniture item (eg drawing with pencils, textas, crayons, pens) or allowing a child to play with things like play doh or slime, puts your furniture at high risk of being stained or damaged. If you have allowed for these things to occur, your claim may be classed as neglect and may not be covered. Please refer to the Definitions section in these terms and conditions. SmartCare reserves the right to assess these types of claims based on their individual circumstances.

4. What is not covered?

- (a) Products covered in nubuck or suede leather and other unfinished leathers.
- (b) Pet damage caused by 'jaws and claws'.
- (c) Dye transfer (EG: dyes resulting from accessories, clothing, newspaper or hair)
- (d) Unidentifiable stains or damage that are inconsistent with the original claim
- (e) Loss of buttons or resilience of internal filling, foams, frames or mechanical or electrical parts.
- (f) Accumulated or multiple stains. (Note: This Leather Protection Plan is for accidental stains and damage only. Such stains or damage must be reported to SmartCare within 5 days of their occurrence. Accumulated or multiple stains will be regarded as general wear and tear and not covered by the Leather Protection Plan).
- (g) Damage caused by deliberate and/or repetitive acts (by pets and humans –e.g. the kids using the furniture as a trampoline), acts of abuse or vandalism, acts of neglect
- (h) Rips or tears where split-hide leathers are used in wear areas (Note: This will be deemed as a manufacturing fault and should be discussed with the retailer. Our SmartCare technician will gladly provide a written report where split hides have been used and will detail the cause of the damage at the customers cost).
- (i) Damage resulting from your failure to follow care instructions and not testing the care products on a hidden area of the leather or damage arising from a misuse of the care products.
- (j) Damage caused by accidental or excessive spillage of the care products onto the furniture or any other surface including carpets, flooring or other household items.
- (k) Damage caused by contractors or tradespeople working on your premises.
- (l) Damage resulting from fair wear and tear including sunlight or, fading, including pilling, fading, creasing or puddling (stretching of leather) or any stains from perspiration, body hair/oil or any kind of medication.
- (m) Damage resulting from force majeure (EG: Acts of God, natural disasters etc) and fire or fire damage.
- (n) Where damage is or can be or should be the subject of an insurance claim or a claim against the manufacturer or retailer.
- (o) Any offensive odours that result from pet or other exposure to external stains are not covered.
- (p) Structural faults covered by the manufacturer warranty or the Australian Consumer Law.
- (q) Flaws/pre-existing flaws, defects or manufacturer recalls in leather/fabric.
- (r) Damage caused by transportation, moving the furniture in the home or storage or assembly / disassembly of furniture.
- (s) Damage caused by rodents or insects or other forms of wildlife (these are not classed as pets).
- (t) In some cases the furniture may be too dirty to carry out an effective repair. A cost for the cleaning of the furniture prior to carrying out the repair shall be your responsibility.
- (u) This Leather Protection Plan does not extend to any other damages or loss to a person or property directly or indirectly that result from the misuse or the incorrect use of the furniture or care products.
- (v) Stains or damage caused by medications.
- (w) Sweat stains.

5. Suspicious or Fraudulent Claims

SmartCare reserves the right in its absolute discretion to cancel the protection plan policy and provide a full refund of the purchase price of the protection plan if SmartCare suspects or reasonably believes that the customer is being unreasonable or unfair in their expectations of the protection plan or is acting suspiciously or fraudulently in making claims or is in the opinion of SmartCare making excessive claims.

Eg. Multiple claims in a very short period of time may be considered neglectful or suspicious.

6. Limited Liability

This Leather Protection Plan does not extend to any other damages or loss to a person or property directly or indirectly resulting from the misuse or the incorrect use of the furniture or care products. This Leather Protection Plan does not exclude or restrict any condition or warranty imposed or implied by any consumer legislation in the country in which the furniture is sold.

SmartCare will cover repairs to the retail price of the sofa but at any time, we reserve the right to replace the sofa at our cost and cancel the protection plan once a replacement has occurred.

7. What if I live in a remote area?

(a) SmartCare reserves the right to limit the distance our service technicians will travel to claims in remote areas.

(b) SmartCare reserves the right to determine the definition of "remote area" which is generally defined as any area outside of a 150km travelling limit from an authorised SmartCare service technician.

(c) In such circumstances SmartCare will pay for repairs and honour claims but reserves the right, under SmartCare's discretion, to require at your cost to arrange and pay for transportation to and from the authorised repairer's residence outside of a given distance.

8. What if SmartCare can't fix the damage?

(a) SmartCare's leather specialists are fully trained in expert repairs but sometimes even they cannot fix the damage. Generally the standard of the repair is dictated by the type of leather. Fully pigmented, finished and most semi-aniline hides usually ensure the best repair outcome.

(b) SmartCare will try to obtain the original leather, stitching, threads or similar leather, stitching, threads coloured (and textured) to match the original leather to replace the damaged area.

However SmartCare cannot guarantee an exact colour/texture match. In such circumstances SmartCare will provide the closest possible colour/texture match available at the time.

(c) **Please Note:** Even when / if SmartCare needs to replace a section of your furniture that new section is still covered by your Leather Protection Plan for the remainder of the Leather Protection Plan's duration, provided the repair cost does not exceed the original purchase price, or SmartCare's replacement cost, whichever is the lesser.

(d) **If SmartCare carries out a repair that you're not happy with, SmartCare will:**

1. Refund the purchase price of your Leather Protection Plan or

2. Pay the excess on your house and contents insurance to the amount limited to the particular furniture damage claim - if your insurance covers such claims - whichever is the lesser. Your SmartCare policy limits your claim to one payment of your insurance excess.

3. Allow you to re-select replacement piece of furniture from the original retailer. If you fail to reselect a replacement piece of furniture within 15 days, SmartCare will refund the purchase price of your Leather Protection Plan. At this point this Leather Protection Plan is deemed complete and this Leather Protection Plan comes to an end. Note: Where the price of the re-selected product exceeds the original purchase price the customer agrees to pay the difference.

(e) If SmartCare chooses not to repair your furniture and instead, at its discretion, chooses to replace it, your cover under this Leather Protection Plan in all cases, is limited to a maximum amount equal to the actual purchase price of the furniture or SmartCare purchase price, whichever is the lesser. At this point SmartCare's obligation under this Leather Protection Plan is deemed complete and this Leather Protection Plan comes to an end. Any replaced furniture becomes the property of SmartCare limited and your new replacement furniture is no longer covered by SmartCare Leather Protection Plan.

9. Your Rights as a Consumer:

This product comes with guarantees that cannot be excluded under the Australian and New Zealand Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the product fails to be of acceptable quality and the failure does not amount to a major failure (Consumer Guarantees).

Consumer Guarantees apply to the supply of goods or services under the Australian Consumer Law, Schedule 2 to the Competition and Consumer Act 2010 or the Consumer Guarantees Act (1993) for New Zealand Consumers, and cannot be excluded, restricted or modified by agreement.

The limited warranty provided under the Leather Protection Plan applies in addition to the Consumer Guarantees (and any warranty offered by the retailer) and do not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of any statute where to do so would contravene that statute, or cause any part of this clause to be void.

To the fullest extent permissible by law, SmartCare excludes consequential loss of any kind (including, without limitation, loss of use of your furniture) and (other than expressly provided for in these terms and conditions) all terms, conditions and warranties implied by custom, the general law or statute.

10. Updating these Terms & Conditions

SmartCare reserves the right to update these conditions from time to time where necessary. The current version of these terms and conditions will always be available to you by visiting amart.upcareonline.com. You are protected by Australian & New Zealand Consumer Law against any variations that may be deemed unfair and any updates will be made in the best interest of the consumer to add further clarity to the existing versions of the terms and conditions.

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