

# COVER WARRANTY DOCUMENT

This Warranty applies to a Vinyl, ProLast™ or ProLast™ Extreme cover delivered after 1st November 2022 for domestic purposes in the United Kingdom. We are MySpa Distribution (company registered number 15119894) of Unit 2A Thornborough Road, Coalville, Leicestershire, LE67 3TH.

This Warranty is transferrable upon the sale of the cover, for the remainder of the warranty period set out below, to the purchaser of the cover, but note that as set out in the warranty limitations below this Warranty will not apply to defects arising from the cover being detached, moved, transported and/or reattached by someone other than us or our authorised representative.

## PRODUCT WARRANTY

As a result of the care and attention to detail we invest in the manufacture and sourcing of our spa products, we are confident that they will perform as desired for many years. However, occasionally defects do arise; should you discover a defect in your cover, we will carry out an investigation and resolve accordingly. The following warranty periods apply to your cover provided that it is purchased from us or an authorised dealer:

NB - in this warranty, a year shall mean the period of 12 calendar months.

### 2 YEARS VINYL COVER ENCASING AND FOAM INSERTS

Vinyl cover encasing and foam inserts are warranted against defects in workmanship and materials for two years from the date of delivery.

### 3 YEARS PROLAST™ COVER ENCASING AND FOAM INSERTS

ProLast™ cover encasing and foam inserts are warranted against defects in workmanship and materials for three years from the date of delivery.

### 3 YEARS PROLAST™ EXTREME ENCASING AND FOAM INSERTS

ProLast™ Extreme cover encasing and foam inserts are warranted against defects in workmanship and materials for three years from the date of delivery.

### COVER LOCKS

Cover locks are warranted to be free of defects in workmanship or materials for 30 days following delivery.

## NOTIFICATION

To obtain service in the event of a defect covered by this warranty, you should notify your dealer, as soon as possible upon becoming aware that the fault has arisen. Upon proof of purchase, a designated service representative will correct the defect, subject to the terms and conditions contained in this Warranty.

## REPAIR

We reserve the right, at our sole discretion, to either repair or replace any cover that is the subject of this Warranty. In the event we choose to provide a replacement cover, it will be at least of an equal value and specification to that which is being replaced. In such event shipping costs of the replacement will be our responsibility. It is your responsibility to fit the new cover to your hot tub. We are not responsible for any non factory installed components that require removal and re-fitting, or the disposal of the original cover that is being replaced.

Any replacement cover will have the benefit of the original cover's warranty for the same duration as would have applied to the replaced cover (so that the warranty periods set out above will apply from delivery of the original cover and not the replacement cover).

## WARRANTY LIMITATIONS

The product guarantee is only valid for products used in the United Kingdom and installed in a domestic environment.

This Warranty is void where defects occur from:

- General wear and tear, or alterations;
- The cover being detached, moved, transported and/or reattached by a person not authorised by us or our authorised dealer;

- Damage arising in transit;
- Damage as a result of dragging the cover across concrete or hanging it from the handles;
- Failure to provide regular cleaning and maintenance of the cover skin;
- The failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaning products.
- Tears, rips or any other condition resulting in damage due to misuse or anything attached to the cover;
- Damage caused by animals, vermin, mould or mildew;
- Seam stretching or other damage caused by a cover lifter fitted alongside the cover;

Some elements of the cover are made from natural materials (or man made materials replicating natural materials) which may change in the ordinary course of their lifespan; this may affect the look and feel of the cover. As such these are not regarded as defects, and include (without limitation):

- Products that have yellowed or changed colour in sunlight;
- Products that have failed as a result of the ingress of moisture which is reasonably expected to occur ordinarily as a consequence of use.

You accept liability for repair work performed by anyone other than by us or our representatives

## THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

- This means that you may have other additional rights outside the scope of this Warranty on which you can rely, for example under the contract applying to your purchase

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of the spa. A summary of your key legal rights, in addition to those set out in this Warranty, is set out below. However, these are subject to certain exceptions and for detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

- up to 30 days: if your goods are faulty, then you can get an immediate refund;
- up to six months: if your goods can't be repaired or replaced, then you are entitled to a full refund, in most cases; and
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If what you have acquired are services, for example installation or repairs, the Consumer Rights Act 2015 says:

- you can ask the provider to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if the provider cannot fix it;
- if you have not agreed a price beforehand, what you are asked to pay must be reasonable; and
- if you have not agreed a time beforehand, it must be carried out within a reasonable time.