



Name: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Email: \_\_\_\_\_

Professional Care Plan ID: \_\_\_\_\_

Term of Plan: \_\_\_\_\_

SKU: \_\_\_\_\_

Product Description: \_\_\_\_\_

Retail Price: \_\_\_\_\_

POS Docket #: \_\_\_\_\_

Store: \_\_\_\_\_

Sales Professional: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Retail Range	3 Year Plan	Lifetime Plan
Up to \$49.99	\$9.90	\$14.90
\$50 to \$99.99	\$14.90	\$24.90
\$100 to \$199.99	\$29.90	\$44.90
\$200 to \$399.99	\$44.90	\$79.90
\$400 to \$599.99	\$59.90	\$99.90
\$600 to \$799.99	\$69.90	\$129.90
\$800 to \$999.99	\$79.90	\$139.90
\$1,000 to \$1,249.99	\$89.90	\$159.90
\$1,250 to \$1,499.99	\$99.90	\$179.90
\$1,500 to \$1,999.99	\$119.90	\$209.90
\$2,000 to \$2,499.99	\$139.90	\$229.90
\$2,500 to \$2,999.99	\$149.90	\$249.90
\$3,000 to \$3,999.99	\$179.90	\$299.90
\$4,000 to \$4,999.99	\$199.90	\$379.90
\$5,000 to \$5,999.99	\$229.90	\$429.90
\$6,000 to \$7,999.99	\$289.90	\$499.90
\$8,000 to \$9,999.99	\$339.90	\$599.90
\$10,000 to \$14,999.99	\$459.90	\$899.90
\$15,000 to \$19,999.99	\$689.90	\$999.90
\$20,000 to \$24,999.99	Not Available	\$1,399.90
\$25,000 to \$29,999.99	Not Available	\$1,599.90
\$30,000 to \$999,999.99	Not Available	\$1,999.90

All prices are GST inclusive



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## PROFESSIONAL CARE PLAN

KEEPS YOUR JEWELLERY LIKE NEW



michael hill®

Last updated February 2019

## THIS MICHAEL HILL PROFESSIONAL CARE PLAN

offers you the security that your valued purchase can always look as good as new.

The usual protections provided by the Consumer Guarantees Act (CGA), will apply whether or not you purchase a Professional Care Plan (PCP). Those protections are statutory guarantees that are implied by the CGA into every contract for the supply of goods or services. Under the CGA, goods must:

- be of acceptable quality
- be fit for a particular purpose that the consumer made known to the supplier, unless it was unreasonable for the consumer to rely on the supplier's skill when selecting the goods for that purpose
- match any description given to the consumer
- match any sample or demonstration model shown to the consumer
- be able to be legally sold to the consumer
- arrive on time and in acceptable condition
- have spare parts and repair facilities available for a reasonable time, unless the consumer is notified that the manufacturer does not undertake that repair facilities and parts will be available
- comply with any express guarantee given by a manufacturer.

Under the CGA, services must:

- be carried out with reasonable care and skill
- achieve the result the consumer made known to the business that the consumer was seeking, unless it was unreasonable for the consumer to rely on the businesses' skill to expect that result
- be finished by the agreed date or within a reasonable time if no completion date was agreed
- be supplied at the agreed price or at a reasonable price if no price was agreed.

In addition to the CGA protections, the PCP offers you ongoing services (for the duration of the PCP). You can purchase a PCP for a 3-year term, or for the lifetime of the item, beginning on the purchase date. The CGA protections apply from the date of purchase.

The differences between the CGA protections and the benefits of the PCP are summarised in the table below, and the full terms and conditions of the PCP are set out later in this document.

Service Provided	Does the CGA protection apply?	Will the event be covered by the Michael Hill PCP?
<ul style="list-style-type: none"> <li>• Ring sizing (up to 2 sizes, once per 12 month period)</li> <li>• Cleaning/ inspecting</li> <li>• Re-tipping of prongs</li> <li>• Stone tightening</li> <li>• Earring repair</li> <li>• Chain soldering</li> <li>• Rhodium plating white gold</li> <li>• Resetting diamonds/ gemstones</li> <li>• Clasp replacement.</li> </ul>	<p>The CGA protection will apply if the service provided is necessary because the good:</p> <ul style="list-style-type: none"> <li>• is not of an acceptable quality</li> <li>• is not fit for a particular purpose that you made known to Michael Hill prior to purchase</li> <li>• does not match any description given to you</li> <li>• does not match a sample or demonstration model shown to you.</li> <li>• This includes where the service provided is required as a result of a design or manufacturing defect.</li> </ul>	<p>Yes, and any services provided by Michael Hill, whether under the PCP or more generally will also be subject to the protections of the CGA, and must:</p> <ul style="list-style-type: none"> <li>• be carried out with reasonable care and skill</li> <li>• achieve the result that you made known to Michael Hill that you were seeking</li> <li>• be finished by the agreed date or within a reasonable time if no completion date was agreed</li> <li>• be supplied at the agreed price or at a reasonable price if no price was agreed.</li> </ul>

Service Provided	Does the CGA protection apply?	Will the event be covered by the Michael Hill PCP?
<ul style="list-style-type: none"> <li>• Repair of damage caused by accident, abuse, misuse</li> <li>• Replacement of stones due to loss.</li> </ul>	<p>It is unlikely that the CGA protection would apply if the damage occurred only by accident, abuse or misuse, unless the damage was contributed to by a design or manufacturing defect or because the item was not fit for purpose.</p>	<p>No, but any repairs provided by Michael Hill will also be subject to the protections of the CGA.</p>

The PCP is an extended warranty for the purposes of the Fair Trading Act 1986, and you have a statutory right to cancel the PCP within 5 working days by contacting us at the address listed on this leaflet, or by visiting or calling any of our stores and telling any Michael Hill staff member there that you wish to cancel the PCP. In addition to this statutory right, Michael Hill will accept any cancellation of the PCP made in the same manner within 30 days of the date of purchase. If you cancel the PCP within 5 working days, you will be entitled to a full refund of the PCP purchase price.



## TERMS AND CONDITIONS

These terms and conditions apply to your Michael Hill Professional Care ("PCP"). Please read them carefully.

This PCP is a contract between you and Michael Hill Jeweller Limited ("us" or "our"). It operates in addition to your rights at law and does not affect any right of repair, replacement, or refund that you may have under the Consumer Guarantees Act 1993. This PCP is not a contract of insurance.

**Instructions:** To obtain service under this PCP, you must produce this PCP document, your original sales receipt, and the product covered by this PCP ("the Product") to an authorised Michael Hill representative at any Michael Hill store. Please keep them in a safe place.

### What is covered?

This PCP covers parts and labour costs, up to the value of the original purchase price of the Product.

The repairs and services covered under this PCP include: ring sizings (up to 2 sizes; once every 12 months; but excluding re-shanking of rings and styles of ring that are not suitable for resizing), re-tipping of prongs, stone tightening, refinishing and polishing, cleaning and inspecting, earring repair, chain and bracelet soldering, rhodium plating white gold (once every 12 months), resetting diamonds and gemstones, and clasp replacement.

### What is not covered?

**Please note that the Michael Hill Professional Care Plan is not applicable to watches, stainless steel jewellery, pearl necklaces or bracelets, and selected titanium, tungsten and cobalt rings.**

This PCP does not cover preventative maintenance, flaws in gemstones, or cosmetic damage that is caused by normal wear and tear or that does not otherwise impede the Product's mechanical functionality.

The following are also excluded:

- damage caused by an accident or abuse of the Product, or by tampering with the Product;
- damage caused by any unauthorised modification, alteration, or repair of the Product or by failure to follow the manufacturer's instructions;
- damage that is not reasonably foreseeable or that is caused by a third party, by the elements, or by an act of god;
- damage that is covered by any other guarantee or service plan;
- damage caused by accessories used in conjunction with a covered product; and
- any loss (and any indirect or consequential loss) other than a covered breakdown of the Product.

This PCP also does not cover theft or loss of the Product (or of any part or parts of the Product) unless the loss was caused by a defect in workmanship and/or materials, without any undue stress or damage

**Terms of Coverage:** 3 Year PCP: Term and coverage begins on the date of purchase and continues for 3 years. If you wish to renew the 3 Year PCP at the end of the term, we may, at our discretion, sell you a new PCP at the then-current rates.

Lifetime PCP: Term and coverage begins on the date of purchase and continues for the Owner's Lifetime or the Product's Lifetime (as defined below), whichever is shorter.

**Cancellation:** The PCP is an extended warranty for the purposes of the Fair Trading Act 1986, and you have a statutory right to cancel the PCP within 5 working days by contacting us at the address on this brochure,

or by visiting or calling any of our stores and telling any Michael Hill staff member there that you wish to cancel the PCP. If you cancel the PCP within 5 working days, you will be entitled to a full refund of the PCP purchase price. In addition to this statutory right, Michael Hill will accept any cancellation of the PCP made in the same manner within 30 days of the date of purchase, and you will be entitled to a full refund, so long as no services have been provided.

**Limit of Liability:** Our total aggregate liability under this PCP is the purchase price paid for the Product. All our obligations under this PCP are deemed to be satisfied if:

- The total equivalent retail value of all authorised repairs and services we provide under this PCP equals or exceeds the purchase price of the Product; or
- The original Product is replaced with another product of equal or greater value.

### Definitions:

**Owner's Lifetime:** The lifetime of the individual purchasing the Product or the lifetime of the first person the Product is gifted to. If ownership of the Product is subsequently transferred to another party, the owner's lifetime ceases.

**Product's Lifetime:** The reasonable lifetime of the Product, or the point where it is altered from its original form (as described in the original sales receipt or the Product's Certificate of Authenticity), whichever is the earlier.