

# GoldShield Care, GoldShield Care Plus & GoldShield Total Care Inspection & Maintenance Schemes Terms & Conditions

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The GoldShield Care, GoldShield Care Plus and GoldShield Total Care schemes are Service Contracts provided jointly by GoldShield Trustees, Sutherland House, whose registered office is 3 Lloyds Avenue, London EC3N 3DS, Company No 05425789 and MB&G Insurance Services Limited, whose registered office is Cobalt Business Exchange, Cobalt Park Way, Wallsend, Tyne & Wear, NE28 9NZ Company No 01478159 (jointly the "Providers").

At Our absolute sole discretion, We the Providers will give the benefit described in this Service Contract for the Contract Term and for any subsequent period that the Providers and You may agree. This Service Contract will not be in force unless You have paid all amounts due to Us for the Service Contract and it has been agreed by an authorised representative of the Providers and confirmation sent to You with the Service Contract. The Service Contract contains details of the rights You have bought, what is excluded from those rights and the terms and conditions of this Service Contract.

## UNDERSTANDING YOUR SERVICE CONTRACT

This content of Your Service Contract varies dependent upon whether you have purchased the GoldShield Care or GoldShield Care Plus scheme.

However, your Service Contract is paid for on a monthly renewing basis and you must keep all payments up to date or at their absolute sole discretion the Providers reserve the right cancel the Service Contract or delay provision of the Services until the Contract Fees have been paid up to levels acceptable to the Providers.

Please read this Service Contract carefully and make sure You understand fully and comply with its terms and conditions in order that You can achieve maximum benefit from its terms. Whilst We will always try to be fair and reasonable in Our operation of the scheme, please take care to follow the rules properly as failure to do so could lead to Your Service Contract becoming void.

## THE SERVICE

Subject to the Conditions, Exclusion and Limitations Procedure, the Providers agree that any benefit provided by the Providers under this Service Contract shall be granted solely by the Providers and in every case shall be made only upon such terms and conditions as the Providers determine. For the avoidance of doubt, the limit of or the provision of the benefit shall only be made in the absolute discretion of the Providers.

For the avoidance of doubt this is a contract for the provision of specific services supplied at Our absolute sole discretion and this is not a contract of insurance, a guarantee or an insurance policy.

This service is available to all park home owners, whatever the age of the home and not just those whose homes are currently covered by a Gold Shield Ten Year Warranty.

## 1. Definitions

**Administrators** means Mechanical Breakdown & General Insurance Services Limited

**Approved Sub-Contractor:** means the company approved by the Administrators that is allotted the task of the provision of the Services as provided for by this Service Contract.

**Contract Fees** means the fees that You have agreed to pay Us in respect of protection under this Service Contract;

**Contract Schedule** means the schedule provided to You describing Your Service Contract;

**Contract Term** means the duration under which the terms of this Service Contract apply and as defined in the Contract Schedule

**End Date** means the date this Service Contract ends as defined on Your Contract Schedule;

**Park Owner:** means the owner and operator of the park within which Your Park Home is located and who was responsible for the siting of, and supply of services to, your Park Home;

**GoldShield Ten Year Warranty:** means the ten-year guarantee provided free of charge by the Manufacturer;

**GoldShield Trustees:** means the company with registered address: Sutherland House, 3 Lloyds Avenue, London, EC3N 3DS, registration no. 05425789 that oversees and agrees the standards for the GoldShield Ten Year Warranty

**Manufacturer:** means the original manufacturer and supplier of Your Park Home;

**Park Home** means the caravan or home purchased by you, the build standards of which meet both the requirements of the Providers and the GoldShield Trustees, normally this complying with BS3632 and/or the Code of Practice for the manufacturer and siting of such caravans and homes:

**Services:** means the list of services defined in Your Contract Schedule that defines whether You have purchased GoldShield Care or GoldShield Care Plus;

**Start Date** means the date shown on Your Contract Schedule as the date this Service Contract commences;

**We, Us, Our** means the Providers;

**You, Your:** means either the owner and/or normal resident of the Park Home by agreement with the Providers.

## 2. GoldShield Ten Year Warranty

Your GoldShield Warranty gives you protection against inherent defects in the structure for up to 10 years. However, in order to adhere to the stipulations of your warranty, you have a number of Obligations. This Care Plan provides You with the basic checks and key parts of the maintenance, as set out below.

## 3. Annual Checks

- Examine the exterior walls for hairline cracks due to the natural shrinkage of the exterior cladding.
- Check the condition of mastic joints between windows, doors and frames
- Check roof / ridge tiles or that the roof covering is not displaced or damaged
- Chimney Flashings inspected for damage
- Roof joints checked for damage
- Gutters and down pipes checked and cleared
- Air vents checked and cleared of obstructions
- Chassis checked for visible signs of rust
- Skirting checked to ensure that the air gap is maintained between the underside of the home and the top of the skirting wall
- Carry out minor repairs to ensure reduced opportunity for structural failure through water ingress

## 4. Maintenance (Care Plus only)

Within the first two years and thereafter at least every three years:

- Exterior walls must be re-coated and all cracks sealed with an appropriate filler
- Window and doorframes should be re-painted and/or re-stained
- Replace all shrunken and badly worn mastic

*Note that even although some external cladding does not need to be painted, it is essential that is cleaned and all shrunken or missing sealant is replaced. External painting means the repainting or providing of paint to the same colour as is currently present on the home. If the home owner wishes to change the colour of the home, any additional cost will be met by the home owner.*

## 5. GoldShield Care

GoldShield Care provides a service whereby all of the checks and basic work described in section 3 "Annual Checks" are carried out on Your behalf by Approved Sub-Contractors. If any rectification or remedial work is identified in the inspections, this will be highlighted in a report provided to You by the Approved Subcontractors.

The GoldShield Care service does not include full rectification or remedial work as You are responsible for ensuring that this work is carried out. However, the Approved Sub-Contractor is authorised, subject to agreement from the Providers to carry out minor remedial work with a value of up to £100.00.

If You require any larger scale work to be carried out then the fees for this work must be agreed and paid for on a chargeable basis between You and the Approved Sub-Contractor.

The GoldShield Care Service is carried out on an annual basis at a date and time to suit both You and the Approved Sub-Contractor.

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## 6. GoldShield Care Plus

If you purchased the GoldShield Care Plus Service Contract, the Approved Subcontractors will carry out of the work covered by GoldShield Care and also carry out the work described in section 4 "Maintenance".

The Contract Fees include the cost of replacing such mastic as is necessary to ensure the maintenance of a water-resistant seal around windows and doors.

The Contract Fees do not include the cost of the water-resistant stain / colour wash. However, you can purchase water-resistant stain / colour wash direct from the Approved Sub-Contractor at rates pre-negotiated on Your behalf by the Providers (see the GoldShield website [www.goldshieldwarranty.co.uk](http://www.goldshieldwarranty.co.uk) for details of technical requirements).

## 7. GoldShield Total Care

If You have purchased the GoldShield Full Care contract the Approved Subcontractors will carry out of the work covered by GoldShield Care Plus, but in this case the costs of the water-resistant stain / colour wash necessary to meet the terms of the GoldShield warranty are included in the price of the Service Contract.

## 8. Eligibility

- i. At Our absolute sole discretion an individual or sole trader will be eligible for this Service Contract if he or she:
  - a. is at least 18 years of age;
  - b. is resident in the United Kingdom, the Channel Islands or the Isle of Man on the Start Date and remains so throughout the period of the Contract Term;
  - c. has applied for this Service Contract in the form approved by Us;
  - d. has paid the Contract Fees and agreed to comply with the terms and conditions of this Service Contract.
- ii. A partnership, limited company or other legal entity will be eligible for this Service Contract if:
  - a. it is permanently situated, and in the case of a limited company, registered in the United Kingdom, the Channel Islands or the Isle of Man on the Start Date;
  - b. it has purchased the Park Home with either their own monies or, if relevant, with monies advanced under a Finance Agreement;
  - c. it has applied for this Service Contract in the form approved by Us;
  - d. it has paid the Contract Fees and agreed to comply with the terms and conditions of this Service Contract.

## GENERAL CONDITIONS

### 1. Cancellation and Refund Entitlement

We hope You are happy with the help and protection this Service Contract provides. However, if after reading Your Service Contract, it does not meet with Your requirements, please return it to the Administrators within 28 days and We will refund any Contract Fees already paid.

Thereafter, You may cancel Your Service Contract in writing at any time and receive a pro rata refund of Your Contract Fees based on the number of whole months remaining subject to the deduction of any costs incurred to date and of an administration fee. The administration fee is calculated as the combination of the Contract Fees for the full month in which You cancel plus one further month to cover administration costs. Requests for cancellation should be made in writing to the Administrators;

The Providers shall not be bound to accept renewal of any Service Contract and may at their absolute sole discretion cancel any Service Contract any time by sending 28 days notice to You at Your known address. Provided the Contract Fees have been paid in full You shall at Our absolute sole discretion be entitled to a proportionate rebate of Contract Fees in respect of the unexpired period shown on Your Contract Schedule.

### 2. Our Right of Recovery

If any benefit is paid which is found to have been made as a direct or indirect result of You providing false or fraudulent information, recklessness or negligence then all payments shall be forfeited and We reserve the right to demand that any sum paid by Us is repaid by You and/ or take the appropriate legal action against You.

### 3. How to Arrange Provision of the Services

The Administrators will notify at the appropriate date that an Approved Sub-Contractor wishes to carry out the Services. The notification will include the name and contact details for the Approved Sub-Contractor so that You can arrange with them directly a mutually convenient date for the work to be carried out.

In all cases the Approved Sub-Contractor will also have been notified that the work needs to be scheduled, so the Approved Sub-Contractor may contact with You before you attempt to contact them.

If You cannot be on site when the work is to be carried out, You can agree with the Approved Sub-Contractor to enable access by leaving the keys with the Park Owners or another acceptable party as defined by you and at your own risk.

Some of the Services cannot be carried in bad weather, so it may be that the Approved Sub-Contractor needs to reschedule the dates the work is carried out. This will be by agreement between You and the Approved Sub-Contractor.

The Approved Sub-Contractor will provide a maintenance report, a copy of which you must keep along with the rest of the documentation that relates to Your Park Home. If you lose your report, an additional copy can be supplied for an administration fee of £25.00.

#### 4. Materials and Reports

There are no additional charges for the provision of maintenance reports by the Approved Sub-Contractor at the time the Services are provided. Likewise, there are no additional charges for cleaning materials or mastic.

The water-resistant stain / colour wash is not included in the Contract Fees and You should purchase the water-resistant stain / colour wash direct from the Approved Sub-Contractor at the competitive rates pre-negotiated on Your behalf by the Providers. In this way, the Approved Sub-Contractor can ensure that all necessary materials are available to be used on the date agreed for provision of the Services.

You may source the water-resistant stain / colour wash from another supplier, however in this circumstance You must ensure the water-resistant stain / colour wash is available to be used on the date agreed for provision of the Services. If it is not available or if You have purchased the wrong water-resistant stain / colour wash, such that the Approved Sub-Contractor cannot carry out the Services, you may be liable for additional charges to cover the time wasted by the Approved Sub-Contractor.

#### 5. Work Scheduling and Planning

- i. Whilst we will not start any part of this service until sufficient fees have been accumulated, we fully understand you may well need the work to be carried out much sooner than that.
- ii. If this is the case, we will still carry out the necessary work, but you will be required to pay additional fees up front in order to make up the shortfall.
- iii. If you have agreed to take up the Service Contract and have at least paid the first month's Contract Fees, we will try to ensure that you are offered a cost-effective solution to minimise your initial outlay and you will certainly not be penalised or have to pay any more than you would if you had been paying for the scheme on a monthly basis.
- iv. If prior to joining the Gold Shield Care scheme you have not been able to keep to the maintenance and inspection schedule, you may be required to pay for a full inspection of your park home before you can take up the full benefits of the scheme.
- v. Such inspections will be organised on your behalf at a very cost-effective rate and a report of the condition of your home made available to you.
- vi. If work is required to make good repairs that would otherwise have not occurred if you had been able to keep to the maintenance and inspection schedule, such work can be organised on your behalf at a very cost-effective rate.

#### 6. Other Conditions

- i. This Service Contract, together with any written statement or other information made or supplied by You relating to eligibility, shall at Our absolute sole discretion constitute the entire contract between Us. The provisions of the contract are, where their nature permits, conditions precedent to Our obligation.
- ii. You cannot assign or change the Service Contract in any manner whatsoever.
- iii. When Your this Service Contract ends it will not have a cash or surrender value.
- iv. This Service Contract shall be governed by and construed in accordance with the Law of England and Wales unless Your habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland, in which case the Law of Scotland shall apply. In the event of the place of establishment being situate in the Channel Islands the relevant law governing the Channel Islands shall apply.

#### 7. Contract Price

We have priced the GoldShield Care, GoldShield Care Plus and GoldShield Total Care schemes such that we hope not to have to increase the cost to You for the foreseeable future. However, there are always cost increases that are outside our direct control and whilst we will always try not to pass these on, we do reserve the right to make increases in the Contract Fees if absolutely necessary.

#### 8. Data Protection Act

- i. Details of You and Your Service Contract will be held by the Providers and the Providers in their computer records for processing, service provision and fraud prevention, subject to the provisions of the Data Protection Act 1998.
- ii. To help Us improve Our Service, We may record or monitor telephone calls

#### 9. Enquiries and Complaints

- i. We always aim to provide a first-class standard of service, however, if You have any cause for complaint, You should in the first instance address Your enquiry to the Administrator;  
MB&G Insurance Services  
Cobalt Business Exchange, Cobalt Park Way  
Newcastle upon Tyne NE28 9NZ. T: 0191 259 0647
- ii. If You are not satisfied with the manner in which Your complaint has been dealt with then Your should write to Us making sure that Your quote Your Service Contract:  
The Managing Director, Aros Group Holdings, Sutherland House,  
3 Lloyds Avenue, London EC3N 3DS.



GoldShield Ten Year Warranty Scheme  
Cobalt Business Exchange, Cobalt Park Way  
Newcastle Upon Tyne NE28 9NZ  
[goldshieldwarranty.co.uk](http://goldshieldwarranty.co.uk)