

## **OPTIONAL SERVICE COVER CONTRACT TERMS AND CONDITIONS**

### **A. INTRODUCTION**

You have entered into a hire purchase agreement “the agreement” under which you agree to take the Goods on hire from Caversham Finance Limited (trading as BrightHouse (BrightHouse) If you have ticked the relevant box and signed in the signature box on the Agreement in respect of non insured optional service cover, you have also entered into this non insured Optional Service Cover contract (the OSC Contract) with BrightHouse subject to the terms and conditions set out below. The meaning of certain words and phrases used in this Optional Service Cover Contract is given in clause 1 (Meaning of Words and phrases) of the Agreement.

### **B. EXTENT OF COVER**

BrightHouse agrees that in the event of a Failure it will (subject to the terms set out in the OSC Contract and in particular in condition G (exclusions) provide you with:

- (1) the services of a Technician to examine and/or repair the Goods as necessitated by the Failure; or
- (2) (at BrightHouse’s option) a cash payment to be used solely to pay for the services of any Technician so to examine and/or repair the Goods, BrightHouse making such cash payment direct to the relevant Technician if BrightHouse chooses the former option, it will ensure that the Technician whose services it provides examines and/or repairs the Goods with reasonable skill and care.

### **C. YOUR OBLIGATIONS**

- (1) You must (before BrightHouse becomes liable under the OSC Contract);
  - (a) comply with all of the obligations imposed upon you under clauses 5 (“Payments”), 7 (“Care, Repair and Replacement”) and 8 (“Your Other Responsibilities”) of the Agreement and of the OSC Contract’;
  - (b) pay each of the amounts due for the OSC Contract in advance by the due date for such payment to BrightHouse (or to such other company and person as BrightHouse may specify in writing from time to time).  
Subject to its right to terminate the OSC Contract in accordance with condition E, the OSC Contract is renewable each time your regular installment is due under the Agreement. If the amount due is not paid the OSC Contract will lapse; and
  - (c) notify BrightHouse (or such other company or person as BrightHouse may specify in writing from time to time) within a reasonable time of any Failure.
- (2) You must give to BrightHouse or its employees or agents such assistance and co-operation as they may reasonably require, including return of the Goods to your local showroom or the showroom at which the Agreement is administered or such other location as may be notified to you from time to time.

- (3)The OSC Contract is personal to you. You may not transfer or assign it (or any of your rights or duties under it) to any other person.

## **D. WHEN BRIGHHOUSE MAY END THE OSC CONTRACT**

- (1)BrightHouse may end the OSC Contract on giving you 7 days' prior written notice if it can show that any of the Goods can no longer be serviced economically or efficiently for example if the repair exceeds the current value of the Goods or spare parts required to effect a repair are no longer.
- (2)BrightHouse may at any time end the OSC Contract on giving you 30 days' prior written notice and in any event it will end when the Agreement ends.

## **E. BRIGHHOUSE'S RIGHTS**

- (1)(a) BrightHouse may change the amounts due for the OSC Contract at any time upon giving you 30 days' prior written notice. If you object you may end the OSC Contract under condition H(3) (General).
- (b) BrightHouse may at any time notify you of a variation of the amounts for the OSC Contract to reflect the imposition or variation of any tax, statutory duty or levy upon giving you prior written notice.
- (2)BrightHouse may vary any other terms of the OSC Contract on due notice to you. If you object in writing within 30 days of the notice, the then current terms of the OSC Contract shall continue.

## **F. REPLACEMENT OF THE GOODS**

If a Technician thinks it necessary, any of the Goods may be removed temporarily from your premises for repair. The obligation to replace the Goods on a temporary basis in that event will be on BrightHouse under the Agreement.

Similarly if BrightHouse or a Technician thinks that it would be uneconomic or impracticable to repair any of the Goods, then BrightHouse will endeavor to replace them with a like-for-like product but shall be under no obligation if it is unable to do so and where this arises may end the OSC Contract under condition D. An example of practicability would be if spare parts to carry out the repairs were no longer available.

## **G. EXCLUSIONS**

- (1)This cover applies only in the event of a Failure. It does not apply, however, to Failures due to transit damage caused by you, defective electrical supply, theft fire, accidental damage, willful act, neglect or misuse of any of the Goods.
- (2)The OSC Contend will provide you with only the cover explained in condition B (Extent of Cover). It will not cover any other loss (including damage to other property, death or bodily injury) in any circumstances.
- (3)This cover shall not apply to software.

## **H. YOUR RIGHT TO SEEK REDRESS**

If you are unhappy about the way in which this OSC Contract has been sold to you or have any dispute or complaint in relation to the OSC Contract (a) In the first instance you should contact the store that sold you the OSC Contract.

(b) If you have any complaint that cannot be answered by your local store within 24 hours you should contact Customer Care on 0800 526 069.

(c) If you remain dissatisfied after receiving the company's response, you may be able to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service hears complaints about certain financial services provided in or from the United Kingdom.

You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
Docklands  
London  
E14 9SR Tel: 0845 080 1800

This complaints procedure shall not affect your statutory rights.

### **1. GENERAL**

(1) The OSC Contract and the Optional Service Cover box and signature box of the Agreement shall be read together as one, (2) The OSC Contract shall, subject to condition D When BrightHouse May End The OSC Contract continue in force until you give 7 days' notice to BrightHouse or the Agreement comes to an end.

(3) The OSC Contract shall be governed by English law unless when you sign it you live in Scotland and then Scottish law shall apply.