

## Limelight Financial Services

Limited t/a dtr, Building b, 8 Business Parade South, Highbrook, Manukau 2161  
PO Box 204365, Highbook, Manukau 2161  
Phone:0800 342584 email: services@thornfinance.co.nz

### Service Plus Agreement

This Service Plus Agreement relates to your easi-own card agreement with us.

Attached to this document is a contract note for a purchase under your easi-own card agreement. In that contract note, you have elected to pay us to provide you with Service Plus for one or more specified items of secured property (the **goods**).

This Service Plus Agreement includes this document and the attached contract note. The Service Plus cover under this Service Plus Agreement applies only to the goods.

### Summary of the rights and remedies you can claim under the Consumer Guarantees Act 1993 (the Act)

#### You're a consumer under the Act if:

- a) the goods are ordinarily acquired for personal, domestic, or household use or consumption; and
- b) you do not acquire (or purport to acquire) them for:
  - resupplying them in trade
  - consuming them as part of a process of production or manufacture
  - repairing or dealing with them in trade in relation to other goods or fixtures on land.

#### Goods

If we sell you the goods (or finance them) as a consumer, they must:

- be durable for as long as most people would expect that kind of item to last (i.e. a reasonable period)
- be fit for purpose—do the things people would expect them to do
- be free of minor and major faults
- do what you're told they do, including anything you're told in person or in the form of writing on the box or advertising
- arrive on time (if delivered) and be in good condition.

If the goods don't meet these conditions, you have certain rights and remedies under the Act.

#### Rights

If we sell you the goods (or finance them) as a consumer and you have problems with the goods, you have the following rights:

- If the failure is serious, you can choose between a refund, a replacement with goods of the same type and similar value, or a repair. Or you can choose to keep the goods, and we'll pay you to cover the loss in value.
- If the failure isn't serious, we can choose to refund, repair, or replace with identical goods. If we choose to repair or replace, we must do it within a reasonable time or you can ask for a refund.
- If the failure makes the goods unsafe, you can choose between a refund or a replacement. Or you can choose to keep the goods, and we will pay you an amount of money to cover the loss in value.
- If you have extra costs resulting from the failure, we must pay you a reasonable amount to cover damage caused by the fault or extra costs caused by the failure of the goods (including any costs in returning the goods).

#### Remedying problems

- You can claim a remedy directly from us. You don't have to contact the manufacturer, repairer, or anyone else.
- You'll lose the right to a refund for a serious failure if you don't ask us for a refund soon after you find the fault.
- You must return the goods to us for a refund unless they're large or heavy or difficult to move. If they are, we must arrange for them to be returned.
- If the remedy is a repair, you must give us the chance to repair them before you take them elsewhere for repair. We don't have to cover the cost of a repair if you don't contact us first.
- There is no limit on the number of claims you can make.
- You have the same rights with repaired or replaced goods as you had with the originals.
- If we disagree about the fault, the cause of the fault, or the remedy, you can take us to the Disputes Tribunal. You'll need to pay for taking such a claim.

### Summary of the benefits you receive with Service Plus

Service Plus operates alongside any rights or remedies you're entitled to under any manufacturer's warranty or the Act. Service Plus gives you additional benefits over and above the guarantees of the Act, including:

- If the goods fail after the reasonable period covered by the Act, we'll still repair or replace the goods under Service Plus unless an exclusion applies.
- We'll supply you with an item to borrow while the goods are being repaired, even if the Act doesn't require this.
- We'll either collect the goods that have failed, take them for repairs, and return them when the repairs are complete; or we'll arrange repairs in your home, even if the Act doesn't require this.
- Once this Service Plus Agreement has been in place for more than 6 months, you can:
  - a. Upgrade, downgrade or change the goods, as long as they are in good working order and condition. If you do this, we'll give you a credit of 25% of the amount you've already paid off the cash price of the original goods as a deposit on your new goods.
  - b. Return the goods, as long as they are in good working order and condition, and stop making future regular payments commitments for them. If you later change your mind, you can take back similar goods, and we'll restart the applicable finance arrangements and this Service Plus Agreement. (Conditions apply.)
- We'll deliver, install, set up, and show you how to use your new goods, unless the goods do not meet our installation policy.
- Once this Service Plus Agreement has been in place for more than 6 months, if you move home within the service area of our branch, we'll collect the goods, deliver them to your new home, and reinstall them.

Limelight Financial Services Limited trading as dtr

Error! Reference source not found.

Error! Reference source not found.

Phone: Error! Reference source not found. / 0800 734735 email: Error! Reference source not found.

V10 31032022

The full terms and conditions for Service Plus are set out on the following pages.

**What if you want to cancel this agreement?**

You can cancel this Service Plus Agreement within 30 days of receiving a copy of it. (This is even better than your statutory right to cancel within 5 working days of receiving a copy.) You can cancel by contacting us using any of the contact details at the top of this Service Plus Agreement (or any other contact details we've given you). You can also cancel if we don't comply with our obligations to disclose certain information to you under the Fair Trading Act 1986. If you cancel in accordance with the above rights, we'll adjust the applicable finance arrangements under your easi-own card agreement accordingly.

**How much does Service Plus cost?**

The Service Plus fee you pay us for this Service Plus Agreement is set out in the attached contract note. This amount is charged to your easi-own card account in accordance with your easi-own card agreement.

**How long does Service Plus last?**

We agree to provide you with Service Plus from the date of the attached contract note up to the security release date, or earlier if you return or pay off the goods sooner. **Important: we can only provide you with Service Plus if you pay on time**

We can only provide you with Service Plus if you make your regular payment commitments on time in accordance with your easi-own card agreement and keep to all the other terms and conditions of your easi-own card agreement and this Service Plus Agreement.

If we stop providing you with Service Plus, we'll still meet all our obligations under the Consumer Guarantees Act 1993. Nothing in this Service Plus Agreement affects, excludes, or limits any warranty implied by the Act.

If you cannot make your regular payment commitments because of financial hardship, you may wish to voluntarily return some or all of the goods. See clause 4.2 for details.

## Service Plus terms and conditions

### 1. What the words in this agreement mean

In this Service Plus Agreement, unless the context otherwise requires:

**Exclusion** means the circumstances that are not covered by Service Plus, as set out in clause 2.4 below.

**Failure** means a failure of the goods, whether as a result of mechanical issues, electrical issues, or fair wear and tear, that affects how the goods work and that does not fall within the exclusions. (**Fail** and **failed** have a similar meaning).

**Goods** means each item of secured property in the attached contract note in relation to which the Service Plus fee is specified as payable.

**Term** means the period from the date of the attached contract note until the earlier of:

- the applicable security release date, or
- the date that you upgrade, downgrade, change, or return the goods in accordance with this Service Plus Agreement (provided that the term may be restarted in accordance with clause 4.3).

Any words defined in your easi-own card agreement, and not defined in this Service Plus Agreement, have the meaning given to them in your easi-own card agreement.

### 2. What happens if the goods fail and need repairing or replacing

#### 2.1 We will either repair or replace the goods

If the goods suffer a failure, you can make a claim under Service Plus to have them repaired or replaced. You can make a claim at any time during the term of this Service Plus Agreement.

Service Plus does not cover some types of failure. These are called 'exclusions' and are set out in clause 2.4 below.

If you make a claim, we will choose to either:

- a. repair the goods (which may include providing a repaired or refurbished item of the same type), or
- b. replace the goods (with an identical item or an item with equivalent specifications).

We'll either collect the goods that have failed, take them for repairs, and return them when the repairs are complete; or we'll arrange repairs in your home.

Repairing or replacing the goods does not restart this Service Plus Agreement or extend its length. This Service Plus Agreement, and your rights in relation to Service Plus, will continue until the end of the term.

#### 2.2 If we choose to repair, we will supply you with an item to borrow while the goods are being repaired

#### 2.3 If we choose to replace, the original goods or components become our property

#### 2.4 Some repairs and failures are not covered by Service Plus

Service Plus does not cover any of the following repairs, failures, components, or conditions:

- a. Normal maintenance, cleaning, lubrication, alignment, tuning, reprogramming, or adjustment.
- b. Goods used for commercial use (rather than for personal, domestic, or household use).
- c. Failure caused by improper or unauthorised modification or repair.
- d. Failure caused by using the goods for something they were not originally designed or intended for.
- e. Failure caused by not following the manufacturer's instructions on installing, operating, and maintaining the goods (including blocked pipes, hoses, and filters).
- f. Failure caused by external sources. This includes, among other things: infestation, flood, fire, interference, external wiring and connections, or accessory items that are not compatible.
- g. Failure caused by a computer virus of any kind.
- h. Failure caused by:
  - accidental or deliberate damage

- neglect
  - abuse
  - wilful acts
  - misuse
  - theft
  - sand
  - water or liquid damage
  - fire
  - liquid spillage
  - corrosion or battery leakage
  - use on an incorrect voltage
  - power surges and dips
  - thunderstorm activity
  - acts of God (for example, earthquake or flood)
  - voltage supply problems
  - use of defective or incompatible accessories
  - exposure to abnormally corrosive conditions
  - entry by any insect, vermin or foreign object
  - rust
  - mildew or mould.
- i. A burned phosphor in a computer monitor, TV monitor, or Plasma screen caused by no screen saver being used.
- j. Failure of speakers caused by overloading.
- k. Consumables (including batteries, cartridges, bulbs, toner, and cables), lost parts, or accessories.
- l. Any software in or provided with the goods. (Please refer to the software licence agreement to see if the licensor of the software will repair or replace failed software.)
- m. Wear and tear that affects the look of the goods, but not their function or operation.
- n. Goods or components that are recalled by the manufacturer. (If this happens, contact us for the remedies available to you.)

## **2.5 Some costs are not covered by Service Plus**

The costs not covered by Service Plus are:

- a. The cost of us coming to inspect the goods, if the cause of the failure is not covered by Service Plus. (We may ask you to pay any costs for work we do if we inspect the goods and find them to be in good working order.)
- b. Any third-party costs, unless we approve them before you spend the money.
- c. Any loss, damage, cost, or expense relating to loss of use, or otherwise resulting, from any failure of the goods.

## **3. What you do if the goods fail**

First, look at the manuals and instructions. This may help you fix the problem. If this doesn't help, and you think the goods need repair, contact us to make a claim.

## **4. What happens if you want to change or return the goods**

Once this Service Plus Agreement has been in place for more than 6 months, you can upgrade, downgrade, change or return the goods at any time during the remainder of the term. To do this, the goods must be in good working order and good condition.

### **4.1 You can upgrade, downgrade or change the goods**

If you upgrade, downgrade, or change the goods, we will give you a credit of 25% of the amount you have already paid off the cash price of the original goods as a deposit on your new goods. The price of the original goods is set out as 'cost of goods' in the attached contract note (this amount does not include the other fees). Once you have upgraded, downgraded or changed the goods, you no longer have any rights to the original goods.

#### **4.2 You can return the goods**

If you voluntarily return the goods to us, you do not have to make any future regular payment commitments for them. You may choose to do this if you have fallen on hard financial times. However, you do have to pay any money that is due under your easi-own card agreement at the time of the return. You also have to pay any money that is overdue from past months. Once you have returned the goods, you no longer have any rights to them.

#### **4.3 You can change your mind after returning the goods**

If you return the goods and then change your mind or get back on your feet financially, we can restart the applicable finance arrangements under your easi-own card agreement and this Service Plus Agreement. We can do this any time in the 12 months after you return the goods. After 12 months, we cannot restart those arrangements.

Before we restart the applicable arrangements, you must pay any money you owe us.

If you choose to restart the applicable arrangements, we will provide you with goods of similar age and quality to the original goods. You will then pay the rest of your original regular payment commitments for the goods under your easi-own card agreement. If goods of similar age or quality are not available, we will supply you with something similar at no loss to you.

#### **4.4 This agreement will end if you upgrade, downgrade, change or return the goods**

If you do any of the things described in this clause 4, this Service Plus Agreement will end. We will have fulfilled all of your rights in relation to Service Plus.

You may be entitled to a proportionate rebate of the Service Plus fee (calculated in accordance with applicable law) if we deem you to have paid off the remaining payments due under your easi-own card agreement for the goods.

### **5. We will deliver and install the goods, and redeliver them if you move**

We will deliver, install, set up, and show you how to use your new goods at your address around the start date of this Service Plus Agreement. However if your goods don't need installing, or need a tradesperson to install them, or otherwise do not meet our installation policy, we will tell you before you enter into this Service Plus Agreement. If your goods need a tradesperson to install them, you will be responsible for organising this and paying the tradesperson.

Once this Service Plus Agreement has been in place for more than 6 months, if you move home within the service area of our branch, we will collect the goods, deliver them to your new home, and reinstall them. We will not charge you for this.

### **6. Service Plus is not the same as insurance**

Neither Service Plus nor this Service Plus Agreement is the same as insurance. By entering into this Service Plus Agreement, you are not entering into a contract of insurance with us.