

Bedcover Service Plan

Terms and conditions

This Service Contract is provided by Dreams Limited, whose registered office is Knaves Beech, High Wycombe, Buckinghamshire, HP10 9YU and Warranty Logistics Management Limited whose registered office is Sutherland House, 3 Lloyds Avenue, London, EC3N 3DS (the "Providers").

Understanding your service contract

Please read this Service Contract carefully and make sure You understand fully and comply with its terms and conditions, as failure to do so may jeopardise the payment of any claim that might arise and could lead to the Service Contract becoming void. This Service Contract applies only to beds, bedroom furniture and associated products sold by Dreams Limited.

At Their absolute sole discretion 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 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.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold with a capital letter.

Administrator

means Mechanical Breakdown & General Insurance Services Limited (MB&G) whose address is Cobalt Business Exchange, Cobalt Park Way, Newcastle NE28 9NZ. Customer Services and Claims telephone number: 0344 292 0000.

Product

means the relevant item of bedroom furniture, headboard, bed or mattress as listed in the Contract Schedule.

Structural Event

means the requirement for a repair as envisaged under the terms and conditions of this Service Contract.

Cosmetic Event

means the requirement for a repair or removal of a stain as envisaged under the terms and conditions of this Service Contract and occurring within the a maximum of 60 months from Delivery Date.

Delivery Date

means the date at which the Product covered by this Service Contract was delivered to You or taken by You from a Dreams retail outlet.

Contract Term

means a maximum of 96 months from Delivery Date for beds and mattresses and 60 months from Delivery Date for furniture and headboards.

Contract Schedule

means the written confirmation received from Dreams in the form of a sales receipt that confirms Your details and the Products that is the subject of this Service Contract.

Reasonable Precautions

means all measures that it would be reasonable to expect a person to take in the circumstances to prevent any unexpected stain repair requirements for Your Product, including the use of any mattress protector provided by Dreams with this Service Contract, or a protector of equivalent quality.

Territorial Limits

shall mean mainland Great Britain and Northern Ireland.

We/Us/They/Their/Our

means the Providers.

You/Your

means the owner of the Product named on the Contract Schedule.

THE SERVICE

Subject to the Conditions, Exclusions, Limitations and Claims Procedure, the Providers agree that in the case of a Structural Event outside Your manufacturer's guarantee period up to 96 months from Delivery Date (60 months for bedroom furniture and headboards) and that in the case of a Cosmetic Event for a period of up to 60 months from Delivery Date and within the Territorial Limits during the Contract Term, We shall at Our absolute sole discretion pay for the cost of stain removal or repair by an approved repairer when authorised by the Administrator or replacement when authorised and arranged by the Administrator. At Our absolute sole discretion Our maximum liability in respect of any one claim related to a Structural Event or a Cosmetic Event will be the replacement cost of the Product subject to any depreciation as per the terms of this Service Contract.

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. It is not a contract of insurance, a guarantee or an insurance policy.

What is Provided

At Our absolute sole discretion the following occurrences of stain, structural defects and unexpected damage are covered under this Service Contract subject to the exclusions listed under "What is Not Provided". Structural defects to bedsteads, mattresses and divan bases following the expiry of the manufacturers' warranty and up to 96 months from Delivery Date caused by:

- Defects to frames caused by breakage or becoming warped;
- Cracking of solid wood;
- Peeling of the finish on solid wood;
- Broken fastenings, castors, and draw runners;
- Bending and breakage to metal components;
- Separation of seams and stitching;
- Failure of motors, pistons and associated mechanisms;
- Excessive loss of resilience or shape, where it is outside the tolerance / limits accepted by the beds manufacturing industry.

Structural defects to cabinet furniture and headboards following the expiry of the manufacturers' warranty and up to 60 months from Delivery Date caused by:

- Defects to frames caused by breakage or becoming warped;
- Cracking of solid wood;
- Peeling of the finish on solid wood;
- Lifting or peeling of the hide on leather furniture;
- Bending and breakage to metal components.

Cosmetic Events in the form of upholstery stains on fabric or leather furniture, beds, mattresses and headboards following the Delivery Date and up to 60 months from Delivery Date resulting from spillages of:

- Food and beverages;
- Ink, paint and dye;
- Human and pet bodily fluids;
- Cosmetics, soap and shampoo;
- Wax and wax polish;
- Glue and superglue;
- Dye transfer from clothing and newspaper print;
- Acids, bleaches, caustic and corrosive solutions and substances.

Cosmetic Events in the form of stains and other damage to cabinet furniture following the Delivery Date and up to 60 months from Delivery Date resulting from:

- Water, liquid or heat marks from items in normal household use;
- Breakage, dents, chips, scratches;
- Breakage, scratches and chips of glass or mirrors occurring during normal household use;
- Pet damage, limited to three (3) claims during the Contract Term.

Cosmetic Events in the form of damage or failure of fabric or leather furniture following the Delivery Date and up to 60 months from Delivery Date caused by:

- Rips, tears, burns, scuffs, scratches, punctures and loss of decorative features such as buttons, including damage caused by pets. Damage caused by pets is limited to three (3) claims during the Contract Term. UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

What is Not Provided

At Our absolute sole discretion We will not pay the claim costs arising from:

1. Any damage (structural or otherwise), soiling or staining caused:
 - prior to or during delivery;
 - during subsequent disassembly/assembly or in transit due to relocation of the Product
 - to Products used for rental / sublet or commercial purposes, or furniture in storage or transit;
 - by or resulting from misuse, mishandling, abuse, neglect, violence or vandalism;
 - by or resulting from deliberate damage by any person, including children;
 - removal of stains caused by a build up of perspiration, hair and body oils;
 - by accumulated multiple stains or any unidentifiable stain;
 - by any spill or stain not attended to in a manner described by the administrator;
 - by any spill or stain incurred when the bed has not been properly covered by the mattress protector provided by Dreams with this Service Contract, or a protector of equivalent quality and moisture resistance;
 - by fire, fibre damage, smoke, ash, flood, wind, lightning, the act of sunlight, oxidation, or any other natural disaster;
 - by any other cause not specifically mentioned under What is Provided.
2. Removal of odours even when caused by a stain;
3. Stains & damage that is consistent with wear and tear or anything that happens gradually;
4. Damage caused by insects, non domestic animals or wild birds;
5. The use or application of cleaning substances or materials other than those provided;
6. Products that do not meet the minimum requirements of the British furniture industry;
7. Fabric failure, including fraying & lost buttons, following the first 60 months from the Delivery Date;
8. Failure to comply with the manufacturers, suppliers, Providers or Administrators instructions;
9. Use of the bed or bedding item in a manner other than that intended by the manufacturer;
10. Mattress settlement and "dipping" which is within the limits accepted by the beds manufacturing industry.
11. Natural characteristics of leather, such as brands, bites, tick marks and opened scars;
12. Failed repairs carried out under the manufacturer's warranty;
13. Repairs carried out by a technician not assigned by the Administrator;
14. Fading, effect of sunlight or non-colour fast materials;
15. Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;
16. Consequential loss of any kind or loss of use;
17. Structural defects first discovered during the manufacturers' warranty period;
18. The costs of certain repairs on specific beds if the users are over the manufacturer's recommended maximum weight; in particular, adjustable beds will not be covered by this Service Contract if the users are over the manufacturer's recommended maximum weight of 115 kilograms.
19. In the case of Television Beds with built-in televisions or fittings to accommodate televisions, only the bed and fittings, including the lift mechanism are covered by this Service Contract and not the television or any ancillary electrical products whether attached to the television or otherwise included within the bed frame.
20. Damage not consistent with the original claim or misrepresentation of an occurrence;
21. Repairer costs where having arranged for the attendance of a repairer they are unable to gain access to the Product. In such instances You will be responsible for the cost of the service request to the repairer before they will re-attend.
22. The VAT element of any claim where You are VAT registered.

GENERAL CONDITIONS

Access

The Providers, the Administrators or their representatives shall have the right at all reasonable times to have access to the Product during the period any repairs are undertaken by You or a designated repairer.

Subrogation

If a claim arises as a result of the act or default of a third party, at the request and expense of the Providers You shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party.

Fraud

You must not act in a fraudulent manner. If You or anyone acting for You make a claim under the Service Contract knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect, or make a claim in respect of any loss or damage known by You to be as a result of a wilful act or with Your connivance then the Providers:

- i. Will not pay the claim
- ii. Will not pay any other claim which has been or will be made in connection with the declared piece of Product
- iii. Will be entitled to recover the amount paid under the Service Contract relating to the specific declared piece of Product since inception.
- iv. May inform the police of the circumstances

Legal and Governing Law

This Service Contract may only be relied on and enforced by the Providers and You and shall not be directly or indirectly enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

This Service Contract shall in all respects be governed and construed in accordance with the laws of England and Wales and subject to the terms of this clause any disputes arising between the Parties under this Agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales.

Duty of Care

The existence of this Service Contract does not eliminate the need for You to maintain the Product to a reasonable standard as directed by the manufacturer and keeping the Product clean and out of direct sunlight.

Transfer of this Service Contract

You can transfer this Service Contract to another named party (subject to the payment of a £25.00 administration fee) by returning the document to the Administrator and supplying the full name and address of the new party.

CLAIMS PROCEDURE

When a Cosmetic Event or a Structural Event occurs You must contact the Administrator for instructions before attempting to clean or repair the affected Product. You should only clean the affected Product following the direction from the Administrator, and by using the approved cleaning kit or method recommended.

In order to make a claim You must notify the Administrator as soon as possible after the Cosmetic Event or Structural Event, and in any case no later than seven days after the occurrence. Any delay in notification may result in permanent damage and will invalidate Your claim. You should notify the Customer Service Helpline on the relevant number shown below, quoting Your Sales Order Number and the reason for the service request.

Customer Service Helpline on 0344 292 0000 (Monday – Friday 9am-5pm).

The Administrator will assess the validity of Your claim against the criteria of the Service Contract and attempt to resolve Your claim by offering cleaning advice and where applicable, despatch an approved cleaning kit. If this does not resolve the problem then an authorised technician will visit Your home.

If Your claim is settled by a replacement then the Providers reserve the right to take sole ownership of the damaged Product by arranging collection at the same time that the replacement is delivered. Until such time You cannot sell or dispose of the damaged Product without Our written consent.

If the Providers fail to collect the damaged Product within 14 days of a replacement being supplied then ownership and responsibility for it remain solely with You. Where the Product or part of Product is replaced, the time taken to obtain such items will be according to the supplier's quoted order time.

COMPLAINTS PROCEDURE

The Providers are committed to maintaining a high standard of professional conduct in all dealing with customers. If You have a query or complaint, You should contact the Administrator at Cobalt Business Exchange, Cobalt Park Way, Newcastle upon Tyne NE28 9NZ. Telephone number: 0344 292 0000 or email: dreams@mbginsurance.com.

COOLING OFF PERIOD AND CANCELLATION

We hope that You are happy with the support that this Service Contract provides. However, if after reading this Service Contract, it does not meet Your requirements, please return it to Dreams Limited, c/o the Administrator within forty-five (45) days of issue and We will refund Your fees in full. No refund of fees will be considered if a claim has been made under Your Contract.

DATA PROTECTION ACT

Details of You and Your Service Contract will be held by the Providers and the Administrators in their computer records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

To help Us improve Our Service, We may record or monitor telephone calls.