

## Terms and Conditions

1. In this Contract:
  - a. "Accelerated Payment" means any payment required by the Dealer in order for the Balance (plus any available Promotional Contribution) to meet the relevant Service Cost at the time the Vehicle is presented for service, pursuant to clause 13.
  - b. "Authorised Repairer" means a motor vehicle repairer located in the United Kingdom, the Isle of Man or the Channel Islands which is party to an Authorised Repairer agreement with the Manufacturer.
  - c. "Balance" means the sum paid by the Customer at any time towards the Total Payment, less any Service Cost(s) and/or Management Fee(s) and/or Cancellation Fee due at such time. For the avoidance of doubt, this excludes any Promotional Contribution.
  - d. "Cancellation Fee" means the sum paid by the Customer to the Dealer in respect of costs incurred in the event of early termination of the Contract. The Cancellation Fee is subject to VAT at the standard rate in effect at the date of cancellation.
  - e. "Contract" means this contract between the Customer and the Dealer whereby the Dealer agrees to provide the Services subject always to these Terms and Conditions.
  - f. "Customer" means the person named on the front page of this Contract for whom the Dealer has agreed to perform the Services.
  - g. "Dealer" means the motor dealership named on the front page of the Contract and which is an Authorised Repairer.
  - h. "Dealer Group" means the Dealer and all other motor dealers forming part of the same group of companies as the Dealer and which are Authorised Repairer(s).
  - i. "Deposit Payment" means a sum payable (if any) by the Customer towards the Total Payment, payable on the date of the commencement of the Contract.
  - j. "Direct Debit Payment Scheme" means the facility offered to the Customer to pay towards the Total Payment due by way of monthly Direct Debit payments payable on the day of each month specified on the front page of this Contract.
  - k. "Management Fee" means a fee payable by the Customer in respect of costs incurred in the routine administration of the Contract. Management Fees are subject to VAT at the standard rate in effect at the date of the payment.
  - l. "Manufacturer" means the manufacturer of the Vehicle.
  - m. "National Campaign" means a promotional offering by the Manufacturer whereby the Service(s) may be carried out by any Authorised Repairer.
  - n. "Promotional Contribution" means a sum payable by the Dealer or Dealer Group or Manufacturer towards the Total Payment.
  - o. "Service Cost" means the cost of parts and labour incurred by the Dealer or Dealer Group in the provision of the Services.
  - p. "Service Plan Provider" means EMaC Limited, EMaC House, Southmere Court, Electra Way, Crewe, CW1 6GU.
  - q. "Service(s)" means the routine maintenance services relevant to the Vehicle at the appropriate service intervals as specified in the Service Specification.
  - r. "Service Specification" means the Manufacturer or Dealer recommended service intervals and operations for the Vehicle current at the date of this Contract. For the avoidance of doubt, the Dealer retains the right to specify the applicable service intervals and operations.
  - s. "Direct Debit Payments" means the monies payable by the Customer towards the Total Payment, from time to time in accordance with the Direct Debit Payment Scheme.
  - t. "Total Payment" means the total sum payable by the Customer pursuant to this Contract as specified overleaf, as varied by changes to VAT (if any).
  - u. "Vehicle" means the motor vehicle more fully described on the front page of this Contract.
2. In consideration of the Total Payment made by the Customer to the Dealer, the Dealer agrees to provide the Services up to the value of the Service Cost. Except where the Contract has been agreed as part of a National Campaign, the Service(s) may only be carried out by the Dealer or a member of the Dealer Group.
3. The Customer agrees to make all Direct Debit payments as they fall due for payment on the dates specified on the front page of this Contract.
4. The Dealer's liability in respect of the Service is limited to providing vehicle servicing in accordance with the Service Specification for the relevant service interval.
5. Any additional work carried out and/or materials supplied by the Dealer not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Vehicle.
6. Failure by the Customer to make payments due pursuant to the Direct Debit Payment Scheme shall entitle the Dealer to terminate this Contract and the Dealer's obligations under the Contract shall cease immediately. Any monies standing to the Customer's credit will be applied to the payment of any outstanding Management Fees and thereafter will be applied to any outstanding Services Costs owed to the Dealer. In the event that the Service Cost benefit received by the Customer prior to such termination exceeds the payments made by the Customer, the Customer shall remain liable for the outstanding amount and shall make immediate payment to the Dealer of any balance due and the Dealer shall be entitled to charge interest at an annual rate of 4% above the base rate of National Westminster Bank plc from time to time from the date of termination until full reimbursement is made.
7. The Dealer's obligations under the Contract will cease once all the Services have been provided pursuant to the Service Specification or the Customer or Dealer cancels the Contract or transfers the Balance to a new Contract whichever is the earlier.
8. The Customer may transfer the Balance to a new Contract with the consent of the Dealer or to a new owner of the Vehicle without additional charge.
9. In the event of a transfer of the Balance to a vehicle which has higher Service Cost(s) than the Vehicle then the Customer will be advised of any change in the Total Payment and any payments made under the Direct Debit Payment Scheme will be adjusted accordingly. The Customer will be notified by the Service Plan Provider of any

change in writing.

10. If the Customer wishes to terminate this Contract prior to all Services having been provided, written confirmation is required from either the Customer or an authorised representative of the Dealer stating the Account Number, Vehicle registration and Customer name and address. If such termination is within 60 days of the date of this Contract and no Services have been provided (and thus no Service Costs incurred) then the Customer will receive a refund of the Balance. If such termination is more than 60 days from the date of the Contract or if Services have been provided and Service Costs incurred then termination shall be subject to payment of the Cancellation Fee, which ordinarily will be deducted from the Balance. Details of the amount of the Cancellation Fee are available at any time from the Service Plan Provider. Any Balance due to the Customer will be paid by the Service Plan Provider within 28 days. In the event that the Balance is in deficit (i.e., less than zero) the Customer shall remain liable for the outstanding amount and shall make immediate payment to the Dealer of an amount to return the Balance to zero, and the Dealer shall be entitled to charge interest at an annual rate of 4% above the base rate of National Westminster Bank plc from time to time from the date of termination until full reimbursement is made.
11. The Customer and the Dealer acknowledge that the Service Plan Provider is entitled to collect all or part of the Total Payment and acts as agent for the Dealer in relation to the collection of any payments pursuant to the Direct Debit Payment Scheme and any Management Fee(s). Furthermore, the Customer and the Dealer acknowledge that financial responsibility for Deposit Payment(s) and sums payable through the Direct Debit Payment Scheme towards the Total Payment lies with the Dealer or Dealer Group and not with the Service Plan Provider.
12. The Dealer's Standard Terms and Conditions (a copy of which is available on request) shall apply to all vehicle servicing work carried out by the Dealer pursuant to this Contract.
13. Any payments due pursuant to the Total Payment have been calculated on the basis of the Service(s) occurring at the time intervals specified in the Service Specification. The Dealer or Dealer Group reserves the right to require an Accelerated Payment from the Customer in the event of the Vehicle being presented for Service earlier than the time intervals specified in the Service Specification or the mileage exceeding the Manufacturer's recommended service interval mileage per annum. Any such Accelerated Payment will be requested by the Dealer at the time the Vehicle is presented for Service, but will not affect the amount of the Total Payment (and so the amount of each of the remaining Direct Debit Payments will then be reduced by the Service Plan Provider to reflect the Accelerated Payment). This Contract only obliges the Dealer to provide Services up to the value of payments made to date by the Customer under the Contract.
14. Any Direct Debit Payments due pursuant to the Direct Debit Payment Scheme have been calculated using the current rates of VAT. If the rate of VAT should change, the Service Plan Provider will adjust the Total Payment and payments due pursuant to the Direct Debit Payment Scheme and/or any Accelerated Payment to reflect the new rate of VAT, and the Customer agrees to pay the adjusted payments.
15. The Customer is reminded that if the Vehicle is still covered by the contractual warranty which came into force on the first registration then the continuing validity of such warranty may be affected if the Vehicle is not serviced at the time and mileage intervals appropriate to it. The Customer is strongly advised to refer to the service handbook of the Vehicle for further information and is advised that in the event of any inconsistency between this Contract and the service handbook as to when Services are due, then the service handbook must be assumed to be accurate. If a Service is due in respect of the Vehicle then it is the responsibility of the Customer to arrange for that Service to be carried out regardless of whether the payments made to date under the Contract are sufficient to pay for the cost of the Service.
16. All non-service related items detailed in the Service Item Breakdown section of the contract may be subject to change at the dealer's discretion.

**Data Protection Act 2018.** For the purposes of the Data Protection Act 2018, the Data Controller in relation to information you supply is the Manufacturer. The Data Processor is the Service Plan Provider. Both your issuing Dealer and the Service Plan provider may share the information provided, together with other information, with organisations who are business partners, suppliers or agents, for the purposes of customer services, order fulfilment and financial and account administration. The Service Provider will not transfer the information you provide to any country outside of the European Economic Area without firstly obtaining the Manufacturers consent. When you have given the Service Plan Provider information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice. You have the right to ask for a copy of your information (for which the Service Plan Provider may charge a small fee in accordance with data protection legislation) and to correct any inaccuracies. The Service Plan Provider may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that is provided.