

Service Plan Agreement ('the agreement') Terms and Conditions

The Agreement is made between Volkswagen Financial Services (UK) Limited, trading as Volkswagen Finance, of Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR ('We/Us/Our') and the person named in this document ('You/Your'). The Agreement is made on the date of Our signature on this document.

1. Definitions: the key words in this Agreement have the following meanings:

Agreement: means these terms and conditions and details provided within this document.

Contract Period: means the contract period as stated on this Agreement.

Fair Wear and Tear: means the wear pattern that we would normally associate with any, brake, suspension, clutch and tyre components as demonstrated for the majority of vehicles of a similar age and mileage within the Volkswagen vehicle portfolio.

Service Schedule: means the schedules relating to the servicing of the Vehicle contained in the Service Plan welcome letter supplied to You by Volkswagen.

Payment: means the fee, as detailed within this Agreement.

Retailer: means a Retailer in the United Kingdom (excluding Channel Islands and Isle of Man) authorised by Volkswagen and named in the list of Retailers provided on supply of the Vehicle to you, or in any subsequent list of authorised Retailer issued by Volkswagen. Volkswagen may amend such list from time to time and the latest version of such list is available upon request from Volkswagen Customer Care.

Service: means subject to the exclusions contained in clause 4, all the parts and labour charges needed to comply with the Service Schedules, including all engine oils.

Vehicle: means the Vehicle detailed on this Agreement.

Volkswagen: means Volkswagen Group United Kingdom Limited of Yeomans Drive, Blakelands, Milton Keynes.

2. Agreement

The provisions of this Agreement are valid for Vehicles operated and located in the UK only (excludes Channel Islands and Isle of Man).

3. Our obligations

We will accept agreed costs associated with the Service for Your Vehicle, subject to the exclusions in clause 4, for the duration of the Contract Period.

4. Exclusions

(a) General exclusions:

(i) The cost of any works that arise, directly or indirectly, as a result of accident or impact damage; misuse; vandalism or negligence by You or any third party (including any failure by You to have the Vehicle serviced in accordance with the Manufacturer's Service Schedule); failure by You to comply with Your obligations under this Agreement.

(ii) Any form of corrosion to the Vehicle, including but not limited to damage caused by: frost, water, chemical, salt, weather, food & drink, cigarette, oil, fuel or the Vehicle not being used for long periods.

(iii) Repair, replacement or alteration of: accessories, components or other parts which are non factory or non-standard or were fitted to the Vehicle after manufacture; car telephones or any other form of in-car entertainment equipment; windscreen or other glass in or on the Vehicle; trim, seating, head linings, fascia and all other interior fittings; body repairs.

(iv) Fuel and any costs arising from using fuel of the incorrect specification for the Vehicle or contaminated fuel.

(v) Any costs arising from using oil of the incorrect specification for the Vehicle or contaminated oil.

(vi) Oil and fluid top-ups between the Services.

(vii) Any work that has not been carried out at an authorised Retailer.

(viii) Any work requested outside of the Contract Period.

(ix) Any repairs or work that is not due to reasonable Fair Wear and Tear (as defined in clause 1).

(x) Safety inspections and other legally required inspections such as MOT unless otherwise stated.

(xi) Any associated maintenance or repairs to the Diesel Particulate Filter or catalytic system reduction system such as Adblue.

(xii) All road wheels.

(xiii) Roadside assistance.

(xiv) Any work carried out outside of the United Kingdom channel isles and Isle of Man.

(xv) Vehicles which are not to the manufacturer's United Kingdom specification.

Service Plan - Additional Exclusions:

(xvi) All non-standard service work.

(xvii) Safety inspections and other legally required inspections such as MOT unless Otherwise stated.

(xviii) Cambelt and drive belt.

(xix) Air conditioning.

(xx) Drive train gearbox/Transmission service.

5. Disputes

(a) In the event of any dispute concerning work being undertaken on the Vehicle and/or Your failure to meet Your obligations under this Agreement, We will (where appropriate) arrange an independent inspection.

In the event that the independent inspection finds in Our favour You will be liable for the costs of the repairs and/or work and the subsequent cost of the inspection.

6. Your obligations

You shall:

(a) Ensure that all Service work to be paid for by Us under the Agreement is carried out by Retailers.

(b) Ensure that the Vehicle is serviced and maintained in accordance with the defined Service Schedule.

(c) Pay Us the payments shown on this document. If You do not we can terminate the Agreement as stated in clause 8.

7. Termination by You

(a) If We are in breach of Our obligations under the Agreement You shall be entitled to terminate the Agreement in writing to Us.

(b) If You terminate this Agreement, the amounts already paid by you are not refundable as these are reflective of our costs incurred in providing you with the Service plan, and other costs associated with the administration and set up of the Agreement.

8. Termination by Us

We may terminate the Agreement on written notice to You or suspend performance by Us under the Agreement for so long as We shall see fit, and then

We may terminate the Agreement if:

(a) You default in the payment due under the Agreement. This will amount to Your repudiation of the Agreement (meaning that You no longer intend to be bound by it); or

(b) You fail to perform or observe any of the terms or conditions contained in the Agreement; or

(c) False information has been given by You in connection with the making of the Agreement which We have relied on.

(d) If we terminate this agreement or accept your repudiation You must pay Us all payments due and, as acceptance of Your repudiation or as a debt on Our termination You agree to pay Us all payments that have not fallen due up to the cost of any Services that We have incurred and not paid for by You along with all Our expenses (including legal costs and any VAT applicable) in recovering these sums from You.

9. Our liability

(a) Our obligations pursuant to the Agreement to accept the cost of Service shall constitute the full extent of Our liability and We shall not be responsible for any delay by a Retailer in carrying out Service work; or for any loss, injury or damage, direct or consequential in respect of defective Service work performed by a Retailer or in respect of defects in or failure of goods supplied by a Retailer.

(b) We do not exclude liability for death or personal injury arising from Our own negligence or that of Our employees.

(c) Nothing contained in this clause 9 affects Your statutory rights as a consumer.

10. Transfer of ownership

(a) You may assign this Agreement to any subsequent owners of the Vehicle for the Contract Period provided that You pay all the payments shown on this document before the Agreement is assigned. Once all payments have been received we will agree to the assigning of the Agreement providing that You advise Us in writing following the transfer of ownership and that the purchaser of the Vehicle agrees in writing to Us to be bound by the terms and conditions of this Agreement in every way.

(b) The Agreement is not transferable to another vehicle.

11. No waiver

Our failure at any time to enforce any provision of the Agreement shall in no way affect Our right to require complete performance by You after that nor shall the waiver of any breach of any provision be taken or held to be a waiver of the provision itself.

12. Matters beyond reasonable control

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside of reasonable control including an event of force majeure (without limitation) an Act of God, war, riot, terrorism, vandalism, civil commotion, strike, lockout, industrial dispute, Government control, restrictions or prohibitions or any other Government act or omission whether local or national or any natural catastrophe.

13. Variation

No modifications or variations to this Agreement such as addition or removal of levels of plan; mileage amendments; contract term extensions; cover for imported vehicles; product amendments is permissible without Our prior written approval.

14. Law

This Agreement shall be construed and interpreted in all respects in accordance with the laws of England.

Volkswagen Financial Services (UK) Limited is registered in England (number 2835230).

Effective from 20/06/2015