

Personal Service Plan

Terms and Conditions

Should You have any queries regarding this document, please do not hesitate to contact the Dealer named on the Schedule.

IMPORTANT PLEASE READ THIS DOCUMENT CAREFULLY

This document contains all details of the Personal Service Plan.

These terms and conditions form the Contract between You the Customer and the Dealer named on the Schedule.

1. DEFINITIONS

1.1. AGREEMENT – means this Personal Service Plan which is an agreement made between You the Customer and the Dealer named on the Schedule in respect of the Vehicle identified on Your Schedule.

1.2. SCHEDULE - means the Personal Service Plan Schedule signed by the Customer which contains the Customer and Vehicle details.

1.3. CUSTOMER AND YOU - means the person, firm or company whose details appear on the Schedule.

Where the customer is a partnership then each partner separately and all partners jointly shall be responsible for the customer's obligations under this Agreement.

1.4. DEALER - means the servicing dealer with which the Customer holds this contract and whose details are set out on the Schedule.

1.5. BENEFIT TAKEN – means the total value including Servicing and Administration costs which has been used by the Customer under the Agreement at any given time.

1.6. ADMINISTRATOR – means TWG Services Limited, 152-158 Northolt Road, Harrow, Middlesex, HA2 0EA who administer the programme on behalf of the Dealer named on the Schedule. The administrator collects Customer payments on the Dealer's behalf but does not hold Customer money, this is transferred to the Dealer. Therefore, all funds are legally in the possession of the Dealer as soon as payment is made by the Customer.

1.7. SCHEDULE OF WORK - means the Services as detailed on the attached Service and Maintenance Schedule.

1.8. SERVICE AND SERVICING - mean the servicing of the Vehicle in accordance with the Manufacturer's standard service schedules, a copy of which will be produced for the Customer on request (this does not include cambelts).

1.9. SERVICE INTERVALS - means the intervals detailed on the Schedule of Work.

1.10. VEHICLE - means the Customer's motor vehicle as detailed on the Schedule.

2. PARTIES AND COMMENCEMENT

This Agreement is between the Customer and the Dealer named on the Schedule. It shall be binding on all parties only when it has been signed by or on behalf of each party and the initial payment has been received (deposit and first monthly instalment) by the Administrator.

3. GEOGRAPHICAL LIMITS

United Kingdom, which means Great Britain and Northern Ireland, and for the avoidance of doubt shall include the Channel Islands and the Isle of Man.

4. CUSTOMERS OBLIGATIONS

The Customer will:

4.1. Pay the monthly payments to the Administrator by Direct Debit (if applicable). The initial payment (deposit and first monthly instalment if applicable) shall be due within 14 days of the written notification and each subsequent payment on the like day of each succeeding month.

4.2. Produce to the Dealer the appropriate documentation prior to each Service being carried out.

4.3. Notify the Dealer if their principal address, as shown on the Schedule, changes.

4.4. Notify the Dealer if the registration plate identification or any other identification mark of the Vehicle changes.

4.5. Not make, or permit to be made, any mechanical alterations or modifications to the Manufacturer's standard specification for the Vehicle without obtaining the prior written consent of the Dealer.

5. DEALER OBLIGATIONS

The Dealer will:

5.1. Carry out Servicing of the Vehicle in accordance with the Schedule of Work as soon as is reasonably practicable after being requested to do so by the Customer and on the Customer producing to the Dealer the appropriate documentation for each Service.

5.2. Submit a request for authorisation through the Administrator's web application immediately before each Service is carried out on the Vehicle.

5.3. Issue documentation to the Customer appropriate to the Schedule of Work. The documentation will be printed with an expiry date, which indicates the latest date on which the Service may be carried out.

6. ASSIGNMENT

The Customer may, subject to payment being received in full, transfer their rights and obligations under this Agreement to a subsequent owner of the Vehicle provided that they give written notice of the transfer to the Dealer stating the name and address of the transferee and the date of transfer.

7. TERMINATION

This Agreement shall terminate on the earliest of the following events:

7.1. At the end of the contract Duration specified on the Schedule;

7.2. On reaching the end mileage specified on the Schedule of Work, allowing appropriate leeway where a service is due under the Agreement;

7.3. On the Vehicle having received all Servicing covered by the Agreement;

7.4. On the Dealer giving notice of cancellation in writing to the Customer, which shall not be given unreasonably;

7.5. Where the Customer is in breach of any of their obligations under this Agreement;

7.6. On being cancelled by the Customer under clause 8 (Cancellation).

8. CANCELLATION

8.1. This Agreement may be cancelled by the Customer:

8.1.1. On the death of the Customer;

8.1.2. On the theft of the Vehicle where the Vehicle is not recovered;

8.1.3. On the sale of the Vehicle, where the Agreement is not transferred under clause 6;

8.1.4. On the Vehicle being declared by an insurance

company to be a total loss as a result of accident damage;

8.1.5. Within 14 days of the date this Personal Service Plan was purchased.

8.2. In the event of termination or cancellation:

8.2.1. On termination under clause 7.3 or 7.4 or cancellation under clause 8.1.1 to 8.1.4 the Dealer will calculate the total Servicing and administration costs (Benefit Taken) up to the date of cancellation and will supply details of these costs to the Customer in writing. In the event of cancellation an administration cost will be retained which includes set-up and payment collection charges. Further details are available from the Administrator. In the event that the Customer has paid more than the Benefit Taken then the excess will be refunded by the Dealer provided that the Customer has returned any and all documentation to said Dealer. In the event that the Customer has paid less than the Benefit Taken then the Customer shall pay to the Dealer, within 30 days of the termination date, a sum equivalent to the shortfall.

8.2.2. On cancellation under clause 8.1.5 the Customer will receive a full reimbursement of any monies paid in respect of the Personal Service Plan, providing there has been no Service provided under the Agreement. For cancellation after such 14 day period no reimbursement will be made.

8.3. Any cancellation or refund request must be made directly to the Dealer named on the Schedule. The Administrator cannot carry out cancellations or refunds.

9. AMENDMENTS

In the event that this Personal Service Plan becomes unsuitable for Your Vehicle, for example as a result of You covering more mileage than You originally based the Plan on, You may need to cancel this Agreement and agree a new service plan with the Dealer which is suitable to Your changed needs. Where a new agreement is entered into, then all calculations will be based on parts and labour costs that are current at the time of the new agreement coming into force.

10. PERSONAL INFORMATION

10.1. By signing the Schedule the Customer agrees that the Dealer may use personal information relating to the Customer which it obtains in relation to this Agreement or pass this information to any of the Administrators associated companies for marketing and market research purposes relating to its or their products.

10.2. The Customer may withdraw their consent under clause 10.1 at any time by writing to the Administrator at the address stated in clause 1.6

11. GENERAL

11.1. In the event that the Customer loses any documentation they must notify the Administrator who will issue

replacements upon payment by the Customer of an administration fee.

11.2. The Dealer may declare void any Agreement where the Schedule does not correctly indicate the exact Vehicle type, model age and indicated mileage.

11.3. If it shall be established following the receipt of the Service that the conditions of the Service Plan as laid down have not been fully complied with, then it is hereby expressly agreed and declared that the Dealer shall be released from a liability for that particular Service.

11.4. If the Customer or anyone acting on their behalf provides the Dealer or Administrator with information which is inaccurate or fails to disclose any information which may reasonably affect the Dealer's provision of this service, this Agreement shall be deemed to be invalid, and the right to prosecute is reserved.

11.5. The terms and conditions of the Personal Service Plan cannot be altered or amended by any person except by specific written endorsement by the Dealer.

11.6. The mileage quoted in no way guarantees the true distance covered by the Vehicle, and is indicated only as a guide to when Servicing is due. Failure to maintain the odometer (mileage recorder) in working order or disconnecting it or tampering with it will invalidate this Agreement. Any change of odometer (mileage recorder) must be notified to the Dealer with the new mileage reading within 9 days by recorded delivery or registered post.

12. HOW TO BOOK A SERVICE

12.1. Contact the Dealer and arrange a convenient appointment for the Vehicle Service.

12.2. The Dealer will input details of the Vehicle Servicing onto the web application. If sufficient funds have been received by the Dealer to cover the cost of the work that is to be undertaken then authorisation will be immediate. If not the Dealer will contact the Administrator's Servicing Department on 0870 849 9811 and request authority to proceed with the Service.

12.3 Take the Vehicle to the Dealer on the agreed date and give the Service Manager this Agreement.

SERVICING MAY NOT COMMENCE WITHOUT AN AUTHORITY NUMBER

13. COMPLAINTS AND CONCILIATION

13.1. In the unlikely event of a dispute occurring, You should first address any complaint to the Dealer. Should You need to check the address or telephone number of the Dealer please call the Administrator on 0870 060 1590.

13.2. If You do not obtain satisfaction from the Dealer, You can approach:

The Consumer Affairs Officer at the SMMT for assistance by contacting:

The Society of Motor Manufacturers and Traders,
Forbes House,
Halkin Street,
London
SW1X 7D5.

You may also be able to refer Your complaint to the Retail Motor Industry Federation who may be able to assist with Your complaint, providing it is against a member garage. You can contact the Retail Motor Industry Federation at:

National Conciliation Service,
Retail Motor Industry Federation,
9 North Street,
Rugby,
Warwickshire,
CV21 2AH

None of the above affects the Customer's statutory rights.

13.3. Only in extreme circumstances should it be necessary to involve anybody other than the Dealer. Please remember that irrespective of any third party involvement it can only be the Dealer who ultimately resolves the complaint. So be sure to let them know straight away if You are unhappy, and maintain contact with them throughout.

The Administrator is unable to address any queries or complaints relating to this Agreement, including any matters pertaining to Customer money. All such enquiries should be directed to the Dealer.

14. THE PARTIES

Please note that Your contract is with the Dealer and nobody else. The Dealer is responsible for the performance of this contract.

The Administrator performs certain functions on behalf of the Dealer. These functions include the collection of Customer money and the provision and maintenance of the Dealer's in-house web application only. Customer money is collected on the Dealer's behalf but is transferred to the Dealer to hold under the Agreement and the Administrator therefore has no legal liability in respect of Customer money.