

## 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 16.
- 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 Payments" means the monies payable by the Customer towards the Total Payment, from time to time in accordance with the Direct Debit Payment Scheme.
- k. "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.
- l. "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.
- m. "Manufacturer" means the manufacturer of the Vehicle.
- n. "National Campaign" means a promotional offering by the Manufacturer whereby the Service(s) may be carried out by any Authorised Repairer.
- o. "Primary Cancellation Period" means the period from the day of conclusion of the Contract to the day falling 14 days after the day of conclusion of the Contract

- p. "Promotional Contribution" means a sum payable by the Dealer or Dealer Group or Manufacturer towards the Total Payment.
- q. "Secondary Cancellation Period" means the period from expiry of the Primary Cancellation Period to the day falling 60 days after the date of conclusion of this Contract.
- r. "Service Cost" means the cost of parts and labour incurred by the Dealer or Dealer Group in the provision of the Services.
- s. "Service Plan Provider" means EMaC Limited, EMaC House, Southmere Court, Electra Way, Crewe, CW1 6GU.
- t. "Service(s)" means the routine maintenance services relevant to the Vehicle at the appropriate service intervals as specified in the Service Specification.
- u. "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.
- v. "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)
- w. "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 Manufacturer, the Manufacturer 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 a participating member of the Manufacturer's Authorised Repairer.
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 a rate of 4% above the base rate of National Westminster Bank plc. until full reimbursement is made.
7. The Manufacturer'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

8. The Customer may transfer the Contract to a new owner of the Vehicle without additional charge.

9. The Customer has the right to cancel this Contract at any time without giving reason by informing the Service Plan Provider of the decision to cancel by using the Evolve portal, by sending an email to [cancel@emac.co.uk](mailto:cancel@emac.co.uk) or by telephone to 0330 099 6826. The Customer may use the attached model cancellation form but it is not obligatory.

10. The Manufacturer shall not begin provision of the Services until after the expiry of the Primary Cancellation Period unless expressly directed otherwise by the Customer. If in such circumstances Services have been provided, and the Customer cancels this Contract in accordance with clause 9, the Customer will be liable to pay the Manufacturer an amount:

- i) for the supply of the Service which the Manufacturer has supplied, ending with the time when the Service Plan Provider is informed of the Customer's decision to cancel the contract; and
- ii) which is in proportion to what about been supplied, in comparison with the full coverage of the contract.

The Manufacturer will deduct such amount from the payments received from the Customer prior to reimbursement of the Customer in accordance with clause 14.

11. Where the Customer cancels this Contract within the Primary Cancellation Period, the Dealer shall make the reimbursement without undue delay, and not later than 14 days after the day on which the Service Plan Provider is informed about the Customer's decision to cancel this Contract. The Dealer will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement. For the avoidance of doubt, no Cancellation Fee shall be payable.

12. If the Customer cancels this Contract within the Secondary Cancellation Period, no Cancellation Fee shall be payable. The Customer or an authorised representative of the Dealer must provide written confirmation of the account number, the Vehicle registration number and the Customer name and address to the Service Plan Provider in order to cancel. Upon cancellation pursuant to this clause 12, the Manufacturer shall pay an amount equal to the Balance to the Customer within 28 days of receiving notice of cancellation. For the avoidance of doubt, the Dealer shall retain any Service Cost or Management Fee which have been incurred during the Secondary Cancellation Period.

13. To cancel this Contract after the expiry of the Secondary Cancellation Period, but prior to all the Services having been provided, the Customer or an authorised representative of the Dealer must provide written confirmation of the account number, the Vehicle registration number and the Customer name and address to the Service Plan Provider. The Customer shall pay a Cancellation Fee to the Service Plan Provider which will be deducted from the Balance. Details of the amount of the Cancellation Fee are available at any time from the Service Plan Provider. The Manufacturer shall pay an amount equal to the Balance to the Customer within 28 days of receiving notice of cancellation. For the avoidance of doubt, the Manufacturer shall retain any Service Cost or Management Fee which have been incurred during the Secondary Cancellation Period. 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 a rate of 4% above the base rate of National Westminster Bank plc. until full reimbursement is made.

14. The Customer and the Manufacturer acknowledge that the Service Plan Provider is entitled to collect all or part of the Total Payment and acts as agent for the Manufacturer 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 Manufacturer acknowledge that financial responsibility for Deposit Payment(s) and sums payable through the Direct Debit Payment Scheme towards the Total Payment lies with the Manufacturer and not with the Service Plan Provider.

15. 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.

16. 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 Manufacturer 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.

17. 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.

18. 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.

19. 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.

20. This Contract shall terminate on the earliest of the following events (a) On the end date/mileage specified as part of the Service Specification detailed within the Contract; or (b) On the Vehicle having received all Service(s) covered by the Contract (c) Transfer of the Balance in accordance with clause 11 12 or 13. Any balance remaining following any of the previous events will revert back to the Manufacturer. The Customer may have a right to reclaim any Balance subject to adherence to clause 11, 12 and 13 up to a period of 6 months from the scheduled end date of the contract. Any Balance remaining 42 months after the registration of the vehicle shall become the property of the Manufacturer.

21. If the Customer wishes to make a complaint, the Customer should contact the Service Plan Provider:

i) by email [support@emac.co.uk](mailto:support@emac.co.uk); or

ii) in writing to EMaC House, Southmere Court, Crewe Business Park, Crewe, Cheshire, CW1 6GU;  
or

ii) by telephone 0330 099 6826.

The Service Plan Provider will follow a standard procedure in handling any Customer complaints. Further information about the Dealers complaints procedure is available on its website [www.emac.co.uk/contact/vehicle-owners/](http://www.emac.co.uk/contact/vehicle-owners/).

22. Data Protection Act 2018. For the purposes of the Data Protection Act 2018, the Data Controller in relation to information you supply is the Dealer. The Data Processor is the Service Plan Provider who may share the information provided, together with other information, with organisations who are the Service Plan Provider's 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 Dealer's 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.