

# Service Plan

## Terms and Conditions



**1. Definitions.** In the Service Plan, capitalised terms have the meanings set out below:

- 1.1 Advance Payment means the sum (if any) specified on the front page of the Service Plan as payable by you towards the Total Payment, and due on the commencement date of the Service Plan.
- 1.2 Authorised Repairer means a motor vehicle repairer located in the United Kingdom, the Isle of Man or the Channel Islands that has been appointed by us to carry out repair and maintenance services on Hyundai motor vehicles, and to purchase, use or sell Hyundai spare parts and Hyundai accessories.
- 1.3 Balance means the sum paid by you at any time towards the Total Payment, less any Service Costs, Management Fee or Cancellation Fee due at such time.
- 1.4 Cancellation Fee means the sum of £20.00 inclusive of VAT.
- 1.5 Customer means the person named as such on the front page of the Service Plan.
- 1.6 Direct Debit Payments means the monies payable by you (if any) in accordance with the Direct Debit Scheme on the day of each month specified on the front page of the Service Plan.
- 1.7 Free Service Period means the period (if any) indicated on the front page of the Service Plan during which the Service Cost will be paid by us.
- 1.8 Management Fee means a sum paid by you to us to maintain the Service Plan.
- 1.9 Service Cost means the cost of parts and labour incurred by an Authorised Repairer in the provision of the Services.
- 1.10 Service Plan means this contract between you and us.
- 1.11 Service Plan Administrator means eDynamix UK Limited, The Rivergreen Centre, St Mary Lane, St Mary Park, Morpeth, NE61 6BL.
- 1.12 Service Schedule means the Schedule to the Service Plan detailing the service intervals for the Vehicle.
- 1.13 Service(s) means the routine maintenance services relating to the Vehicle as specified in the manufacturer's recommended service intervals and operations schedule (including interim services where appropriate) for the Vehicle current at the date of the Service Plan.
- 1.14 Top Up Payment means any payment due pursuant to clause 3.2.
- 1.15 Total Payment means the total sum payable by you for the Service Plan as stated on the front page of the Service Plan, as varied by changes to VAT (if any).
- 1.16 Vehicle means the motor vehicle described on the front page of the Service Plan.
- 1.17 We, Our, Us means Hyundai Motor UK Limited, Birchwood Building, Springfield Drive, Leatherhead, Surrey KT22 7LP.

### **2. Our obligations.**

- 2.1 We agree to pay the cost of Services provided to you by an Authorised Repairer:
  - (i) up to the value of the Service Cost or the Balance, whichever is lower; or
  - (ii) for the duration of the Free Service Period (if any).
- 2.2 Our obligations under the Service Plan are limited to payment of the Service Cost relating to Services provided by an Authorised Repairer in accordance with the Service Schedule.

- 2.3 We will have no obligation either to pay or reimburse the cost of any Services provided by an Authorised Repairer situated outside the United Kingdom, the Isle of Man or the Channel Islands, whether or not part of the Hyundai network.
- 2.4 Our obligations to you under the Service Plan will cease once all the Services have been provided pursuant to the Service Schedule, or would have been provided if carried out at the appropriate time or mileage intervals.
- 2.5 If there remains a Balance immediately following the date when the final Service specified on the front page of the Service Plan has or should have been carried out, we will arrange repayment to you of that Balance within 28 days of receipt of your repayment request.

### **3. Your obligations and payments.**

- 3.1 You agree to pay the Total Payment by direct debit on the dates specified on the front page of the Service Plan. The 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 Schedule.
- 3.2 You will be required to make a Top Up Payment if either:
  - (i) the Balance is lower than the Service Cost; or
  - (ii) the Vehicle is presented for Service earlier than the time intervals specified in the service schedule [as a consequence of high mileage by you].
- 3.3 Any required Top Up Payment will be requested by the Authorised Repairer at the time the Vehicle is presented for Service, but will not affect the amount of the Total Payment unless the Service Plan is adjusted by the Authorised Repairer to reflect a higher annual mileage or changes to the quantity or nature of the Services detailed in the Service Schedule.
- 3.4 If the Service Plan is adjusted then the Service Schedule, Total Payment and all future Direct Debit payments will be recalculated and a new Service Plan contract issued to you by the Service Plan Administrator.
- 3.5 Any Advance Payments or Top Up Payments will be collected from you by the Authorised Repairer and credited to the Balance to ensure that your Service Plan funds are protected.
- 3.6 Any Direct Debit Payments due have been calculated using the current rates of VAT. If the rate of VAT should change, the Service Plan Administrator will adjust the Total Payment and Direct Debit Payments and/or any Top Up Payment due to reflect the new rate of VAT, and you agree to pay the adjusted payments.

### **4. Our authorised repairers.**

- 4.1 This Service Plan is between you and us.
- 4.2 Services under the Service Plan will be provided by the Authorised Repairer that you select. The terms and conditions on which those Services are provided will be those of your selected Authorised Repairer.
- 4.3 If you request the Authorised Repairer Payment to carry out any additional work or supply any additional materials which do not fall within the Service Plan, that will form a separate contract between you and the Authorised Repairer. You will be responsible for payment for these additional services directly to the Authorised Repairer.
- 4.4 You will be directly responsible for payment to the Authorised Repairer of any MOT test that is not included as an additional option. You will also be responsible for the cost of any work necessary to ensure that the Vehicle passes its MOT test, either at the first or any subsequent test.

### 5. Warranty.

- 5.1 You are reminded that, if the Vehicle is still covered by the contractual warranty which came into force on first registration, then the continuing validity of that warranty may be affected if the Vehicle is not serviced at the time and mileage intervals appropriate to it.
- 5.2 You are strongly advised to refer to the service handbook of the Vehicle for further information. In the event of any inconsistency between the Service Plan and the service handbook as to when Services are due, the service handbook must be assumed to be accurate.
- 5.3 If a Service is due in respect of the Vehicle, it is your responsibility to arrange for that Service to be carried out regardless of whether the payments made to date under the Service Plan are sufficient to pay for the cost of the Service.

**6. Your right to transfer.** With our consent, you may transfer the Balance to a new Service Plan relating to a new Hyundai vehicle. The Service Plan Administrator will provide you with a new Service Plan.

### 7. Your right to cancel.

- 7.1 You have the right at any time to cancel the Service Plan by notice in writing to us stating your name and address, the Service Plan number and the vehicle registration.
- 7.2 If you cancel within 14 days of the date of the Service Plan and no Services have been provided, you will receive a full refund of the Balance.
- 7.3 If you cancel more than 14 days from the date of the Service Plan or if Services have been provided and Service Costs incurred, then you will be required to pay a Cancellation Fee.
- 7.4 We will refund any Balance due to you, less the Cancellation Fee (where applicable), Management Fee and any Advanced Payment contribution made by the Dealer or by us, within 28 days of us receiving your cancellation notice. If we do not hold your bank details, the refund will be processed within 28 days from the date we receive your bank details.

- 7.5 In the event that the Service Cost benefit received by you prior to cancellation, together with the Cancellation Fee, exceeds the payments made by you, you shall remain liable for the outstanding amount and shall make immediate payment to us of any balance due.
- 7.6 You must claim the refund within seventy-two (72) months from the date the refund first became due. After this period, we reserve the right to treat any claim as expired, unless otherwise required by applicable law.
- 7.7 Refunds will only be made to the original card or bank account used to make the payment. In circumstances where the original payment method is no longer valid or the account has been closed, alternative bank details may be requested from you to enable the refund to be processed.

**8. Our right to terminate.** If you fail to make the Total Payment on the due date, we will be entitled to terminate the Service Plan immediately by notice in writing to you.

**9. Complaints.** We hope you will be entirely satisfied with the Service Plan. If at any time you have any question or concern, please contact our customer services team on 0800 981 981. We will endeavour to respond to your query as quickly as possible.

**10. No third party rights.** The Service Plan is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**11. Statutory rights.** Nothing in these terms and conditions affects your statutory rights.

**12. Governing law.** The Service Plan is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts.

### Hyundai Motor UK Ltd

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