



ŠKODA Service Plan Terms and Conditions

The Service Plan is an agreement made between Volkswagen Financial Services Ireland Limited, of Block C, Liffey Valley Office Campus, Dublin 22, Ireland, D22CF60 trading as ŠKODA Financial Service ("the Company") and the person named in the Summary ("the Customer") and is valid for Vehicles operated and located in the Republic of Ireland only.

We will accept all agreed costs associated with the Service for the Vehicle, depending on the level of the plan (as detailed in the Summary) and subject to the following exclusions in clause, for the duration of the service plan period.

General Exclusions

- The cost of any works that arise, directly or indirectly, as a result of accident or impact damage; misuse; vandalism or negligence by the Customer or any third party (including any failure by the Customer to have the Vehicle Serviced in accordance with the Manufacturer's Service
- Schedule); failure by the Customer to comply with their obligations under the Service Plan agreement.
- 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 due to the vehicle not being used for long periods.
- Repair, replacement or alteration of: accessories, components or other parts fitted to the Vehicle after manufacture; car telephones or any other form of in car entertainment, including audio communication and navigation equipment; windscreen or other glass in or on the Vehicle;
- Trim seating, head linings, fascia and all other interior fittings; body repairs.
- Fuel and any costs arising from using fuel of the incorrect specification for the Vehicle or contaminated fuel.
- Any costs arising from using oil of the incorrect specification for the Vehicle or contaminated oil.
- Oil and fluid top-ups between Services.
- Any repairs that have not been carried out at an Authorised Service Centre.
- Any work requested outside of the Contract Period.
- Any work that is subject to the manufacturer's warranty.
- Any Vehicles or subsequent repairs or work, which is or has been used for racing, trials or rallying, carrying of goods or passengers for hire or reward; including buses and taxis or for driving school purpose.
- Any repairs not deemed as reasonable Fair Wear and Tear.

ŠKODA IRELAND

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VOLKSWAGEN GROUP IRELAND LTD. T/A ŠKODA IRELAND REGISTERED IN DUBLIN NO. 436954, REGISTERED OFFICE: BLOCK C, LIFFEY VALLEY OFFICE CAMPUS, DUBLIN 22



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Service Excludes

- Maintenance and Tyres.
- Safety inspections and other legally required inspections such as NCT or CVRT.
- Cambelt and drivebelt.
- Roadside assistance, unless otherwise specified.

Maintenance Excludes

- The items described in General Exclusions
- Tyres.
- (d) Tyres Excludes
- The items described in Service Exclusions.
- Accidental damage to tyres.
- Repair or replacement as a result of kerbing, neglect or damage.
- Punctures (including the use of a tyre sealant that renders the tyre irreparable).
- Replacement of non-standard tyres.

Disputes

In the event of any dispute concerning work being undertaken on the Vehicle and/or the Customer's failure to meet their obligations under the Service Plan, the Company will (where appropriate) arrange an independent inspection, if requested by the Customer. In the event that The independent inspection finds in the Company's favour the Customer will be liable for the costs of the repairs and/or work and the subsequent cost of the inspection. In the event that the independent inspection finds in the Customer's favour the Authorised Service Centre will be liable for the costs of the repairs and/or work and the subsequent cost of the inspection.

Customer Payment Obligations

- The Customer shall pay to the Company either the single upfront payment or by monthly Instalments.
- The monthly Instalment is based upon the total cost of the plan divided by the Payment Term.
- If the Customer has elected to pay by a single Upfront Payment the Customer must pay the Total Cost of the plan on the date of the Service Plan.
- The Monthly Instalments due under the Service Plan are inclusive of Value Added Tax at the rate in force on the date of the Agreement. If the rate of Value Added Tax changes the Company shall have the right to vary the amount of the Monthly Instalments to take account of the change.

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Other Customer Obligations

The Customer shall: -

- Ensure that all Service, Maintenance, repair and replacement work to be paid for by the Company under the Agreement is carried out by an Authorised Service Centre
- Ensure that the Vehicle is serviced and maintained in accordance with the Manufacturer's Service Schedule.
- Ensure that all possible claims under the manufacturer's warranty are made at the appropriate times and that any relevant recall instructions are complied with.
- Inform the Company of any fault or breakdown of the odometer in the Vehicle and ensure that the odometer is repaired as soon as practicable.
- Ensure that the total kilometre of the Vehicle does not exceed the Maximum Contract Kilometres as stated in the Summary.

Termination by the Customer

The Customer may terminate a Service plan upon 30 calendar day's written notice to the Company where the Company is in material breach of its obligations under the terms of the Service Plan Agreement.

Termination by the Company

The Company may terminate the Service Plan on written notice to the Customer and all amounts paid on the plan will be retained by the Company, if any one of the following apply:

- The Customer defaults in the payment of any Monthly Instalment or other payment due
- The Customer fails to perform or observe any of the terms or conditions of the Service Plan
- The Customer enters into any voluntary arrangement with their creditors or the Customer has a receiver appointed for any of their assets
- Where the Customer is a limited company; an administrative receiver is appointed over the whole or substantially whole of the Customer's assets, or the Customer passes a resolution for winding up or a winding up petition is presented to the court; or a petition is presented by the Customer or by any of the Customer's directors or creditors for an administration order;
- Where the Customer is an individual, a petition is presented for bankruptcy;
- Where the Customer is a partnership, the partnership is dissolved, or any of the events referred to above occur in relation to any of the partners;
- False information has been given by the Customer in connection with the making of the Agreement which the Company has relied on.
- Where the vehicle is stolen or written off.

In the event of a termination where the value of the Customer's claims have exceed the value of the Customer's payments made to the Company, the Customer may be charged the difference between the claim value and the payment value.

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**ŠKODA****The Company's Liability**

The Company's obligations under the Service Plan are to accept the cost of Service or Service and Maintenance or Service, Maintenance and Tyres (as the case may be). This shall constitute the full extent of the Company's liability and the Company shall not be responsible for any delay by an Authorised Service Centre or Tyre Specialist in carrying out Service or Maintenance or Tyres; or for any loss, injury or damage, direct or consequential in respect of defective Service or Maintenance performed by an Authorised Service Centre or in respect of defects in, or failure of, goods (including Tyres) supplied by a an Authorised Service Centre.

The Company does not exclude liability for death or personal injury arising from the Company's own negligence or that of the Company's employees.

Nothing contained in this clause affects the Customer's statutory rights as a consumer.

The company shall not be liable for maintenance required outside of the Fair Wear and Tear of the vehicle and will not be responsible for any direct or consequential loss, injury, cost, claim or damage in respect of maintenance required outside the Fair Wear and Tear of the vehicle.

Transfer of ownership

You may not assign the Service Plan to any subsequent owners of the Vehicle. Apart from the refund referred to under terms of cancellation; there will be no refund of any service not availed of prior to the transfer of ownership. The Service Plans is not transferable to another vehicle.

Cancellation

The Customer may cancel this Agreement with written notice to the Company provided that no Service has been claimed since the commencement of the Agreement. This may be subject to a cancellation fee. In the event that no Service has been claimed, and prior to expiration of this Agreement, a refund of any payment due will be provided to the Customer. Where the contract period has been fulfilled and no Service has been claimed, a refund will not be provided. Unless cancelled in accordance with these cancellation rights, no refund will be made.

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Default

- If the Customer fails to pay any instalment or sum payable under the Service Plan on the due date the Company reserves the right to terminate the Service Plan or pursue any outstanding amounts.
- The Company's failure at any time to enforce any provision of the Agreement shall in no way affect the Company's right to require complete performance by the Customer after that nor shall the waiver of any breach of any provision be taken or held to be a waiver of the provision itself.
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- Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Service Plan 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, lock-out, industrial dispute, Government control, restrictions or prohibitions or any other Government act or omission whether local or national or any natural catastrophe.

Variation

No modification or variation to this Agreement is permissible without the prior written approval of both parties.

Jurisdiction

This Agreement, and all non-contractual disputes arising from or connected with this Agreement, are governed by, and will be construed in accordance with, the laws of Ireland.

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Data Protection Terms & Conditions:

Data Controller:

Volkswagen Financial Services Ireland Limited trading as ŠKODA Financial Services is the Data Controller of Personal Data collected under this Agreement.

Data Protection Officer:

The Customer may contact Volkswagen Financial Services' Data Protection Officer about all issues related to the processing of their personal data and to exercise their rights under Data Protection Law.

Please use the following contact details:

Website: www.vwfs.ie

Email: DPO@vwfs.com

Telephone: +353 (0)1 2933700

Post: DPO, Volkswagen Financial Services Ireland Limited, Block C,
Liffey Valley Office Campus, Dublin 22, Ireland D22 CF60

The Payment Plan is not a credit agreement for the purposes of the European Communities (Consumer Credit Agreements) Regulations 2010 (as amended) and Consumer Credit Act 1995 (as amended). The Payment Plan is granted without payment of interest or any other charge other than by a seller of goods who has invited by advertisement consumers to avail of such Agreement.

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