

Service & Maintenance Plan Terms and Conditions (the Agreement)

The Agreement is made between Volkswagen Financial Services Ireland Limited, of Block C, Liffey Valley Office Campus, Dublin 22, Ireland, D22CF60 (VWFSIL) and the Customer.

This Agreement is provided free of charge as part of a promotional offer and may be subject to change at the discretion of VWFSIL.

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

Agreement: the terms and conditions and the Service Plan Summary together constitute the Agreement.

Authorised Service Centre means a service centre which holds a franchise from Volkswagen Group Ireland and who is named in the list of authorised participating Service Centres, available from the VWCV Ireland Website.

Contract Period: the period commencing on the date of this Agreement and continuing for the number of months, or the number of services as specified in the Service Plan Summary.

Fair Wear and Tear: the wear pattern that would normally be associated with any brake, suspension, clutch, and tyre components as demonstrated for the majority of vehicles of a similar age and kilometres within the Volkswagen Group portfolio.

Maintenance: where applicable, any parts needing repair or replacing due to Fair Wear and Tear during the Contract Period, subject to the exclusions in **Clause 4 (Exclusions)**.

Manufacturer's Service Schedule: the schedules relating to the servicing of the Vehicle contained in the handbook supplied to the Customer by the manufacturer.

Service: all the parts and labour charges needed to comply with the Manufacturer's Service Schedule, including all oils and fluids and brake fluid change, subject to the exclusions contained in **Clause 4 (Exclusions)**.

Total Contract Kilometres: the total kilometres specified in the Service Plan Summary.

Tyres: the repair or supply and fitting of tyres due to Fair Wear and Tear by a Tyre Specialist, subject to the exclusions in **Clause 4 (Exclusions)**. VWFSIL will choose these tyres, as appropriate for this Vehicle. Tyres may only be chosen as an option if Service and Maintenance are also chosen.

Tyre Specialist: the nominated third party selected by VWFSIL for the purpose of providing Tyres.

Vehicle: the vehicle detailed in the Service Plan Summary.

2. Location

The provisions of this Agreement are valid for Vehicles operated and located in the Republic of Ireland only.

3. VWFSIL obligations

We will accept all costs associated with the Service, or Service and Maintenance or Service, Maintenance and Tyres for the Vehicle, depending on the level of the plan (as detailed in the Service Plan Summary) and subject to the exclusions in **Clause 4 (Exclusions)**, 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 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 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 due to the vehicle not being used for long periods. (iii) Repair, replacement or alteration of: accessories, components or other parts fitted to the Vehicle after manufacture (modification); 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.

(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 Services.

(vii) Any repairs that have not been carried out at an Authorised Service

Centre or Tyre Specialist.

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

(ix) Any work that is subject to the manufacturer's warranty.

(x) 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.

(xi) Any repairs not deemed as reasonable Fair Wear and Tear.

(b) Service Excludes

(i) Maintenance and Tyres.

(ii) Safety inspections and other legally required inspections such as NCT or CVRT.

(iii) Cambelt and drivebelt.

(iv) Roadside assistance, unless otherwise specified.

(c) Maintenance Excludes

(i) The items described in **Clause**

4(a) (Exclusions).

(ii) Tyres.

(d) Tyres Excludes

(i) The items described in **Clause 4(a) (Exclusions)**.

(ii) Accidental damage.

(iii) Repair or replacement as a result of kerbing, neglect or damage.

(iv) Irreparable punctures (including the use of a tyre sealant that renders the tyre irreparable).

(v) Replacement of non-standard tyres.

5. 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 this Agreement, VWFSIL will (where appropriate) arrange an independent inspection, if requested by the Customer. In the event that the independent inspection finds in VWFSIL'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.

6. Customer Payment Obligations

The Service Plan is offered free of charge. No refunds or compensation will be provided for any reason, including if the Customer does not use or make use of the Service Plan within the Contract Period or at all. VWFSIL is not liable to cover costs that are excluded costs under **Clause 4 (Exclusions)**.

7. Other Customer Obligations

The Customer shall: -

(a) Ensure that all Service, Maintenance and Tyres is carried out by an Authorised Service Centre or in the case of Tyres, by a Tyre Specialist.

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

(c) 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.

(d) Inform VWFSIL of any fault or breakdown of the odometer in the Vehicle and ensure that the odometer is repaired as soon as practicable.

(e) Ensure that the total kilometres of the Vehicle does not exceed the Maximum Contract Kilometres as stated in the Service Plan Summary.

8. Termination by the Customer

(a) The Customer may terminate this Service Plan at any time. No formal action is required by the Customer.

(b) Termination, or non-use will under no circumstances result in a refund to the Customer.

9. Termination by VWFSIL

(a) VWFSIL may terminate this Agreement on written notice to the Customer, if any of the following apply:

(i) The Customer fails to perform or observe any of the terms or conditions contained in the Agreement;

(ii) False information is supplied by the Customer to VWFSIL in connection with this Agreement; or

(iii) Where the Vehicle is stolen or written off.

(b) VWFSIL will automatically terminate this Agreement without notice when the number of services outlined in the Service Plan Summary have been used, or when the Contract Period has passed (whichever comes first).

10. VWFSIL's Liability

(a) VWFSIL's obligations to accept the cost of Service or Service and Maintenance or Service, Maintenance and Tyres (as the case may be), shall constitute the full extent of VWFSIL's liability and VWFSIL 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 an Authorised Service Centre or Tyre Specialist.

(b) VWFSIL does not exclude liability for death or personal injury arising from VWFSIL's own negligence or that of VWFSIL's employees.

(c) Nothing contained in this **Clause 10 (VWFSIL's Liability)** affects the Customer's statutory rights as a consumer.

(d) VWFSIL 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.

(e) The Service Plan is not a warranty.

11. Transfer of ownership

a) This Agreement is transferable to a new owner of the Vehicle, provided the transfer complies with the conditions set out in this **Clause 11 (Transfer of ownership)**.

b) The Vehicle must still be within the Contract Period as outlined in the Service Plan Summary.

c) The new owner of the Vehicle must provide notice to VWFSIL in writing or by phone within 30 days of acquiring the Vehicle.

d) The Vehicle must not have been modified in a way that would void the Manufacturer's warranty.

e) VWFSIL reserves the right to verify the condition of the Vehicle before approving the transfer of the Agreement. The transfer may not be accepted if the Vehicle has been involved in accidents, has excessive Wear & Tear or is not in good operating condition.

f) This Agreement cannot be transferred if it has been terminated for any reason.

12. No Waiver

VWFSIL's failure at any time to enforce any provision of the Agreement shall in no way affect its 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.

13. Matters Beyond Reasonable Control

Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) 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, lock-out, pandemic, epidemic, industrial dispute, Government control, restrictions or prohibitions or any other Government act or omission whether local or national or any natural catastrophe.

14. Variation

No modification or variation to this Agreement is permissible without the prior written approval of VWFSIL. VWFSIL may modify the terms of this Agreement from time to time with one (1) months written notice to the Customer.

15. 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.

Data Protection Terms & Conditions:

Any terms capitalised in this section and not defined have the meaning given to them in the General Data Protection Regulation (GDPR).

Data Controller: VWFSIL is the Data Controller of Personal Data collected under this Agreement.

Data Protection Officer: The Customer may contact the 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

Privacy Information Notice:

The processing of your Personal Data only occurs within the parameters defined in the Privacy Notice. You were provided the Privacy Notice when your Personal Data was obtained for the purposes of processing your application resulting in this Agreement. The Privacy Notice is also available [here](#) or directly by contacting us.

How and Why VWFSIL Process Your Personal Data:

VWFSIL collected Personal Data from the Customer via software that is utilised for the collection of data to administer and manage our products and services. At the initiation of the application for a Service Plan, and on behalf of the Customer, VWFSIL captured the Personal Data necessary to process the Customer's application. Under this Agreement, the Personal Data captured is legitimate or necessary for administering and servicing the Customer's account and preferences. The Customer's Personal Data may be disclosed by VWFSIL to legitimate and necessary recipients. Depending on the Customer's marketing preferences, Personal Data may also be disclosed to these recipients for the purposes of providing information on VWFSIL offers. The Processing of Personal Data may also be Processed for the purposes set out in the Privacy Notice.

Data Subjects Rights:

The Customer has the following rights in relation to the Personal Data of the Customer that is held or processed by the Controller:

- a) Access - to obtain access to the Personal Data free of charge;
- b) Rectification - to request the rectification of any inaccuracies in the Personal Data;
- c) Restriction - to request that the Controller is restricted from Processing Personal Data in certain circumstances;
- d) Erasure - to request the Controller to erase the Personal Data in certain circumstances;
- e) Object - to object to the Controller's Processing of Personal Data where the Controller is Processing the Personal Data on the basis of the Controller's legitimate interests;
- f) Data Portability - to receive Personal Data provided to the Controller in a structured, commonly used and machine readable format and to have it transmitted to another entity at the Customer's direction in certain circumstances;
- g) Automated Decision Making and Profiling - You have a right not to be subjected to decisions based solely on automated decision-making, including profiling;
- h) Consent - where the Controller's Processing of Personal Data is based on the Customer's consent, to withdraw that consent at any time; and
- i) Complaint - to lodge a complaint with a data protection supervisory authority regarding the Processing of the Personal Data.