

Defined terms

1. In this Agreement, the following words and phrases shall have the following meanings:

'Authorised Repairer' means a motor vehicle repairer located in the United Kingdom, the Isle of Man or the Channel Islands which is party to a repair agreement with Toyota.

'Authorised Toyota Repairer Network' means any of the Toyota Authorised Repairers located in the United Kingdom, Isle of Man or the Channel Islands.

'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.

'Agreement' means this contract between the Customer and Toyota (GB) PLC and the Authorised Toyota Repairer Network whereby the Authorised Repairer agrees to provide the Services subject always to these Terms and Conditions.

'Customer' means the person named on the front page of this Agreement for whom Toyota has agreed to perform the Services.

'Cancellation Period' the first 14 days of the Agreement, in which You may cancel it and receive a refund for monies paid.

'Data Protection Laws' means all applicable laws and rules, policies, guidance or recommendations issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline, in each case relating to data protection, the processing of personal data and privacy and in force from time to time; and references to "**controller**", "**processor**", "**personal data**", "**process**", "**processed**", and "**processing**" have the meanings set out in, and will be interpreted in accordance with, such laws, rules, policies, guidance, recommendations, codes of conduct and guidelines

'Deposit Payment' means a sum payable (if any) by the Customer towards the Total Payment, payable on the date of the commencement of the Agreement.

'Direct Debit Payments' means the monies payable by the Customer towards the Total Payment, from time to time in accordance with the Direct Debit Scheme.

'Direct Debit 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 Agreement.

'Management Fee' means a fee payable by the Customer to the Service Plan Provider, in respect of costs incurred in the routine administration of the Agreement, by the Service Plan Provider. Management Fees are subject to VAT at the standard rate in effect at the date of the payment.

'National Campaign' means a programme whereby the Service(s) may be carried out by any Authorised Repairer, where Service Costs are defined at a national level and customers funds are held in a secure central fund.

'Service Cost' means the cost of parts and labour incurred by Toyota in the provision of the Services.

'Service Plan Provider' 'Us' means EMAC Limited (Company number 3158541) whose registered offices 1300 Parkway, Whiteley, Fareham, Hampshire, PO15 7AE.

'Service(s)' means the routine maintenance services relevant to the Vehicle at the appropriate service intervals as specified in the Service Specification.

'Service Specification' means the Toyota recommended service intervals and operations for the Vehicle current at the date of this Agreement. For the avoidance of doubt, the Retailer retains the right to specify the applicable service intervals and operations.

'Total Payment' means the total sum payable by the Customer pursuant to this Agreement as specified overleaf, as varied by changes to VAT (if any).

'Toyota' means Toyota (G.B.) Plc (Company number 00916634) whose registered offices are Great Burgh, Burgh Heath, Epsom, Surrey, KT18 5UX

'Vehicle' means the motor vehicle more fully described on the front page of this Agreement.

'You' 'Your' means the person named on the front page of this Agreement for whom the Retailer has agreed to perform the Services.

2. Product Details

2.1 The AYGO X servicing and Roadside Assistance offer includes 3 vehicles services (2 intermediate Services and 1 full Service) and an extra two years of Toyota Roadside Assistance bringing the total up to three full years.

2.2 More details on Toyota vehicle servicing can be found here:
<https://www.toyota.co.uk/owners/servicing-and-aftercare/service-mot-maintenance#bw-smartmatch>

2.3 More details on Toyota Roadside Assistance can be found here:
<https://www.toyota.co.uk/owners/roadside-assistance/>

3. Eligible Vehicles

3.1 This product is only eligible to new Aygo X vehicles.

3.2 This product can only be purchased within a time period of up to 2 months after the first registration date of the Aygo X vehicle and the commencement of payments must also start within this time period. After this date You will no longer be able to purchase this product.

3.3 The 3 years' servicing and roadside assistance are only applicable for Your new Aygo X vehicle and cannot be transferred to or used for another vehicle.

4. Total Payment

4.1. The Total Payment made by You covers 3 years' servicing and an extra two years of Toyota Roadside Assistance on Your vehicle.

4.2. Failure by You to make payments as detailed in the Agreement will result in termination of this Agreement. Upon termination the amounts already paid by You are not refundable as these are reflective of our costs incurred in providing You with the Agreement and other costs associated with

the administration and set up of the Agreement. For the avoidance of doubt termination of this agreement will result in all aspects of this plan, including any additional Toyota Roadside Assistance, to also be terminated.

4.3. Any Direct Debit Payments due pursuant to the Direct Debit 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 Scheme and/or any Accelerated Payment to reflect the new rate of VAT, and the Customer agrees to pay the adjusted payments.

4.4. Any additional work carried out and/or materials supplied by the Retailer not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Vehicle.

5. Direct Debit

5.1. The Customer agrees to make all Direct Debit and other payments as they fall due for payment on the dates specified on the front page of this Agreement.

5.2. You may (up to two times a year) ask us to change Your monthly repayment date by notifying us of the new date at least five business days before the change takes effect. Service Plan Provider will change Your direct debit payment dates to the date You choose.

6. Liability

6.1. Toyota and the Authorised Repairer Network have liability in respect of the Service limited to providing vehicle servicing in accordance with the Service Specification for the relevant service interval.

6.2. The Service Provider shall not be liable to You in Agreement, tort or otherwise, including any liability for negligence or for any loss of revenue, business, time, opportunity, data, anticipated savings or profits or for any indirect or consequential loss howsoever arising. Nothing in this agreement limits any liability which cannot legally be limited, including [but not limited to] liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.3. Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby wholly excluded.

7. Termination by Toyota (GB) PLC

Toyota's obligations under the Agreement will cease once all the Services have been provided

pursuant to the Service Specification or, the Customer or Toyota cancels the Agreement.

8. Termination by the Customer

8.1. You may cancel this Agreement at any time.

If You cancel this Agreement within 14 days of the Start Date as detailed in Your Plan Schedule (as will be provided by Your Service Plan Provider), this Agreement will be treated as if it had never been made and Service Plan Provider will refund to You (by bank transfer to the same bank account from which You have made payment) any payment that You have then paid to Us, within 14 days starting on the day after the day on which You notify Us that You wish to cancel this Agreement.

You can still cancel this Agreement without reason after the Cancellation Period (using the contact details above), however You will not be entitled to any refund. Under exceptional circumstances where mitigating factors exist Toyota may, at its discretion, refund a proportion of unused customer contribution commensurate with the period under which extenuating circumstances were present. If You do wish to cancel at any time after the Cancellation Period, You must contact Us using the contact details above. This Agreement and Your right to receive the benefits set out in Section 2 will terminate at the end of the day before the due date of Your next Direct Debit Payment. In the event that Service Plan Provider are unable to prevent Your next Direct Debit Payment from being collected after You have given notice to cancel this Agreement then Service Plan Provider will refund the amount of that Direct Debit Payment to You by bank transfer to the same bank account from which You have made payment within 28 days of the Direct Debit Payment being collected.

9. Payment Administration

9.1 The Customer acknowledges that the Service Plan Provider is entitled to collect all or part of the Total Payment and acts as agent for Toyota (GB) PLC in relation to the collection of any payments. The Service Provider will show on Your bank statements for any Direct Debit payments along with the associated reference. Furthermore, the Customer and Toyota acknowledge that financial responsibility for Deposit Payment(s) and sums payable through the Direct Debit Scheme towards the Total Payment lies with Toyota (GB) PLC and not with the Service Plan Provider.

10. Authorised Repairer's Standard Terms and Conditions

10.1 The Authorised Repairer's Standard Terms and Conditions (a copy of which is available on request) shall apply to all vehicle servicing work carried out by the Authorised Repairer pursuant to this Agreement.

11. Customer Obligations

11.1. 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 Agreement 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 Agreement are sufficient to pay for the cost of the Service.

12. Your Information and Privacy

- 12.1. For the purposes of Data Protection Laws, the Controller in relation to the personal data You supply is Toyota (GB) PLC. The Processor is the Service Plan Provider who may share the personal data You provide, together with other information, with organisations who are our business partners, suppliers or agents, for the purposes of customer service, order fulfilment and financial and account administration. Service Plan Provider will not transfer the personal data You provide to any country outside of the United Kingdom and/or European Economic Area without firstly obtaining Toyota's consent. When You have given us personal data 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.
- 12.2. For further information on how your data will be processed by Toyota, including how to exercise your rights under Data Protection Law, please view our [Privacy Policy](#) or contact Toyota's DPO at: privacy@tgb.toyota.co.uk
- 12.3. Toyota and 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 we provide.
- 12.4. By signing this Agreement, You agree that Toyota and the Service Plan Provider may send You SMS text messages when we consider it appropriate containing administrative information about Your Service Plan. You can ask us to stop sending these messages at any time. To unsubscribe from communications sent by Toyota, please follow this link:
https://forms.toyota.co.uk/unsubscribe?Customer=999999&CampaignID=C8376&BrochureRCode=RC124234&TestdriveRCode=RC124235&SLVariant=SL1&utm_campaign=RepurchaseEmailJanQ122&utm_source=Seed&utm_medium=email&utm_content=Seed05. To stop receiving communications sent by the Service Plan Provider, please email central.sales@emac.ltd.uk.
- 12.5. You agree by signing this Agreement that Toyota and the Service Plan Provider may share information on the mileage and anonymised service data regarding Your plan with third party motor data providers.

Consumer Agreements Regulations (Consumer Agreements (Information, Cancellation and Additional Charges) Regulations 2013)

If You conclude this Agreement via a method other than face-to-face with Toyota or their Authorised Repair Network (for example, through a telephone conversation with a call centre), You may be covered by the Consumer Contracts Regulations which apply to all Distance Agreements in the European Union. This gives You the right to withdraw from the purchase of goods or services within fourteen calendar days of them being delivered or made available to You. In the case of this product, You have a right to cancel and receive a full refund of any monies paid by You, within fourteen calendar days of You receiving Your copy of this Agreement, providing that no Service(s) work has been carried out pursuant to the Agreement. You are deemed to have received Your copy of the Agreement two working days after the date indicated below (this allows for postal delivery). If You wish to exercise Your right to cancel, You should contact our Administrative Partner, EMAC Limited, on 0330 099 6826

and speak to a Customer Services Representative. Alternatively, email support@EMAC.ltd.uk and include details of Your name, address, vehicle registration number and quote number.

13. Variation

Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer, making specific reference to this clause 21.7. For the purposes of this clause 21.7, 'writing' and 'written' includes email.

14. Governing law

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).