

# Honda Tailored Service Plan

## Terms and Conditions

Should You have any queries regarding this document, please do not hesitate to contact Your Honda authorised dealer or the Honda dedicated Customer Service Department on 0330 100 3406.

### IMPORTANT

#### PLEASE READ THIS DOCUMENT CAREFULLY

This document contains details of the Honda Tailored Service Plan.

### 1. DEFINITIONS

- 1.1. **AGREEMENT** – means this service plan for the Motorcycle made between the Customer and Honda, the terms and conditions of which are set out in this document.
- 1.2. **APPLICATION FORM** - means the Honda Tailored Service Plan application form signed by the Customer that sets out the “End Date” and indicates the latest date on which Servicing may be carried out.
- 1.3. **CONFIRMATION STATEMENT** means the statement provided to the Customer by the Dealer with the Application Form which includes details of the Plan Price.
- 1.4. **CUSTOMER** - means the person, firm or company whose details appear on the Application Form. Where the customer is a partnership then each partner separately and all partners jointly shall be responsible for the Customer’s obligations under this Agreement.
- 1.5. **DEALER** – means, in most contexts, the individual, partnership or company named on the Application Form as the “Dealer” who the Customer purchased the Honda Tailored Service Plan from. Notwithstanding the foregoing, the Customer may choose for the Services to be carried out at any authorised Honda dealer and in such a case, references to the “Dealer” may be to the Honda authorised dealer carrying out the Services, as the context requires.
- 1.6. **GEOGRAPHICAL LIMITS** - United Kingdom (means Great Britain and Northern Ireland, and for the avoidance of doubt shall include the Channel Islands and the Isle of Man).
- 1.7. **HONDA** - means Honda Motor Europe Limited trading as Honda (UK), a company incorporated in England and Wales (company number 857969) and whose registered office is Cain Road, Bracknell, Berkshire, RG12 1HL.
- 1.8. **HONDA ADMINISTRATION** – means TWG Services Limited, a company incorporated in England and Wales (company number 01883565) and whose principal trading address is The Aspen Building (Floor 2), Vantage Point Business Village, Mitcheldean, Gloucestershire. GL17 0AF, who administer this Agreement on behalf of Honda.
- 1.9. **MOTORCYCLE** - means the Customer’s motorcycle as detailed on the Application Form.
- 1.10. **PLAN PRICE** – means the total cost to the Customer as set out in the section headed “Product Details” on the Application Form.
- 1.11. **SCHEDULE OF WORK** - means the “**Services**” detailed in the attached Service & Maintenance Schedule which are to be carried out on the Motorcycle within the Geographical Limits.
- 1.12. **SERVICE AND SERVICING** - means the servicing of the Motorcycle in accordance with the Schedule of Work, as agreed with the Dealer.

### 2. PARTIES AND COMMENCEMENT

This **Agreement** is between the **Customer** and **Honda**. It shall be binding on **Honda** and the **Customer** when it has been signed by both parties and either the one-off up-front payment or the initial payment (the deposit and first monthly pre-payment amount), as applicable, has been received by **Honda Administration**.

### 3. CUSTOMER’S OBLIGATIONS

The **Customer** will:

- 3.1. Pay for the **Services** either:
  - (i) in advance by a single one-off payment as detailed in the Confirmation Statement; or
  - (ii) by agreed monthly payments to Honda Administration by direct debit. The initial payment (deposit and first monthly amount) shall be due within 14 days of a written notification from Honda Administration and each subsequent payment on the same day of each subsequent month.
- 3.2. Produce to the **Dealer** this Agreement prior to each **Service** being carried out.
- 3.3. Notify **Honda Administration** if Your principal address, as shown on the **Application Form** changes.
- 3.4. Notify **Honda Administration** if the registration plate identification or any other identification mark of Your **Motorcycle** changes.
- 3.5. Not make, or permit to be made, any mechanical alterations or modifications to the manufacturer’s standard specification of the **Motorcycle** without obtaining the prior written consent of **Honda**.

### 4. DEALER’S OBLIGATIONS

The **Dealer** will:

- 4.1. Carry out **Servicing** as soon as is reasonably practicable after being requested to do so by the **Customer**. The **Dealer** is not obliged to carry out a **Service** until the **Customer** has produced this **Agreement** to the **Dealer** provided that a **Service** is due in accordance with the **Schedule of Work**.
- 4.2. Submit a request for authorisation through the Honda web application immediately before each **Service** is carried out

## 5. HONDA'S OBLIGATIONS

Honda will:

- 5.1. Provide the **Customer** with a copy of the **Application Form** and **this Agreement**.
- 5.2. Pay to **the Dealer** the agreed cost of each **Service** within 30 days of a claim being made, provided that the **Services** have been paid for in full, or if at least 11 monthly pre-payment amounts have been paid by direct debit on time by the **Customer** since either the start of the plan if no **Service** has been previously claimed, or if a **Service** has been previously undertaken pursuant to this **Agreement**, 11 monthly payments from the last **Service**.
- 5.3. If You have requested an MOT as an additional option within the Maintenance / Other Components of the Service & Maintenance Schedule, Honda will arrange for the MOT to be performed and paid for via the Dealer.

## 6. ASSIGNMENT

The **Customer** may, subject to payment for the **Services** being received in full, transfer their rights and obligations under this **Agreement** to a subsequent owner of the **Motorcycle** («Fulfilment\_Vehicle\_Registration») provided that they give written notice of the transfer to **Honda Administration** within 30 days of the transfer stating the name and address of the subsequent owner and the date of transfer. Failure to adhere to this clause 6 may invalidate Your Agreement. There is no charge for processing valid assignments in line with this clause.

## 7. TERMINATION

- 7.1. This **Agreement** shall terminate on the earliest of the following events:
  - (i) On the end date specified on the **Application Form**;
  - (ii) On the **Motorcycle** having received all **Servicing** covered by this **Agreement**; or
  - (iii) if this **Agreement** is cancelled in accordance with clause 8.
- 7.2. **Honda** shall also have the **right to** terminate this **Agreement** where the **Customer** is in breach of any of their obligations under this **Agreement**, including where the **Application Form** does not correctly indicate the **Customer's** motorcycle type, model, age and indicated mileage, or where payment has not been made.
- 7.3. On termination under clause 7.2, **Honda Administration** will calculate the total **Servicing** and set up fee costs (the "**Termination Price**") up to the date of termination and will supply details of the **Termination Price** to the **Customer** in writing. In the event that the **Customer** has paid less than the **Termination Price** then the **Customer** shall pay to **Honda Administration**, within 30 days of the termination date, a sum equivalent to the shortfall.

## 8. CANCELLATION

This **Agreement** may be cancelled by or on behalf of the **Customer** by contacting **Honda Administration**, in the event of one of the following circumstances:

- 8.1. on the death of the **Customer**;
- 8.2. on the theft of the **Motorcycle** where the **Motorcycle** is not recovered;
- 8.3. on the **Motorcycle** being declared by an insurance company to be a total loss as a result of accident damage.
- 8.4. This **Agreement** may also be cancelled by the **Customer** by giving 30 days notice in writing to **Honda Administration**.
- 8.5. A cancellation fee of £10.60 (including VAT) will be charged.
- 8.6. On cancellation under clause 8.1, 8.2, 8.3 or 8.4 **Honda Administration** will calculate the total **Servicing** and set up fee costs (the **Termination Price**) up to the date of cancellation and will supply details of the **Termination Price** to the **Customer** in writing. In the event that the **Customer** has paid more than the **Termination Price** then the excess will be refunded to the **Customer**. In the event that the **Customer** has paid less than the **Termination Price** then the **Customer** shall pay to **Honda Administration**, within 30 days of the termination date, a sum equivalent to the shortfall.

## 9. PERSONAL INFORMATION

- 9.1. Your personal data will be held and processed by Honda, Honda Administration and Your Dealer for the purpose of administering and fulfilling this Agreement. Any of Your personal information held or processed in relation to this Agreement will be held and/or processed in accordance with the Data Protection Act 1998.
- 9.2. By signing the **Application Form** the **Customer** agrees that **Honda** may use personal information relating to the **Customer** which it obtains in relation to this **Agreement** or to any of **Honda Administration's** associated companies for marketing and market research purposes relating to its or their products.
- 9.3. **The Customer may withdraw their consent under clause 9.2 at any time by writing to Honda Administration at the address stated in clause 1 (Definitions).**

## 10. GENERAL

- 10.1. An additional non-returnable administration fee of £19.00 (including VAT) will apply to the **Plan Price**.
- 10.2. In the event that the **Customer** loses their copy of this **Agreement**, they must notify **Honda Administration** who will issue replacements upon payment by the **Customer** of an administration fee of £10.60 including VAT.
- 10.3. The terms and conditions of this **Agreement** cannot be altered or amended unless agreed between **Honda** and the **Customer**.
- 10.4. The mileage quoted does not guarantee the true distance covered by the **Motorcycle**, and is indicated only as a guide to when **Servicing** is due. Failure to maintain the odometer (mileage recorder) in working order or disconnecting it or tampering with it will invalidate this **Agreement**. Any change of odometer (mileage recorder) must

be notified to **Honda** with the new mileage reading within 9 days of a change in odometer, by recorded delivery or registered post.

## 11. HOW TO BOOK A SERVICE

11.1. Take Your Motorcycle to an authorised Honda **Dealer** and provide the Service Manager with a copy of this **Agreement**.

11.2. The **Dealer** will input details of the **Servicing** onto the Honda web application. If the **Motorcycle** is within the set parameters (the earlier of 30 days or 750 miles of a Service being due), then authorisation will be provided within 1 hour. If, for some reason, it is not possible for the **Dealer** to input the details on the Honda web application, they may contact the Honda Servicing Department on 0330 100 3406 to obtain authority to proceed with the **Schedule of Work**.

### SERVICING MAY NOT COMMENCE WITHOUT AN AUTHORITY NUMBER

## 12. COMPLAINTS AND CONCILIATION

12.1. In the unlikely event of a dispute occurring, You should first address any complaint to the **Dealer**.

12.2. If You do not obtain satisfaction from the **Dealer**, You can refer the matter in writing to:

### **Honda Servicing Customer Relations Department,**

The Aspen Building (Floor 2), Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF

Should You remain dissatisfied, You can approach:

The Customer Relations Manager at **Honda (UK)** for assistance by writing to:

**Honda (UK)**

**Customer Relations Department,**

Cain Road, Bracknell, Berkshire, RG12 1HL

Or

The Consumer Affairs Officer at the SMMT for assistance by contacting:

**The Society of Motor Manufacturers and Traders,**

71 Great Peter Street

London

SW1P 2BN