

Vauxhall Care

These Terms and Conditions of Vauxhall Care are also available online at:

www.vauxhall.co.uk/vauxhallcare

Terms and Conditions

1. In this Contract:

a. “Authorised Repairer” means a motor vehicle repairer located in the United Kingdom, the Isle of Man or the Channel Islands which is party to an Authorised Repairer agreement with the Manufacturer.

b. “Contract” means this contract between the Customer and the Dealer whereby the Dealer agrees to provide the Services subject always to these Terms and Conditions.

c. “Customer” means the person named on the front page of this Contract for whom the Dealer has agreed to perform the Services.

d. “Dealer” means the motor dealership named on the front page of the Contract and which is an Authorised Repairer.

e. “Dealer Group” means the Dealer and all other motor dealers forming part of the same group of companies as the Dealer and which are Authorised Repairer(s).

f. “Manufacturer” means the manufacturer of the Vehicle.

g. “National Campaign” means a promotional offering by the Manufacturer whereby the Service(s) may be carried out by any Authorised Repairer.

h. “Service Cost” means the cost of parts and labour incurred by the Dealer or Dealer Group in the provision of the Services.

i. “Service Plan Provider” means EMaC Limited, EMaC House, Southmere Court, Electra Way, Crewe, CW1 6GU.

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

k. “Service Specification” means the Manufacturer or Dealer recommended service intervals and operations for the Vehicle current at the date of this Contract. For the avoidance of doubt, the Dealer retains the right to specify the applicable service intervals and operations.

l. “Vehicle” means the motor vehicle more fully described on the front page of this Contract.

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1. Vauxhall Motors Limited reserves the right to update, change add/or amend or withdraw the offer without prior notice.
2. In consideration of the Customer purchasing the Vehicle, the Manufacturer agrees to provide the Services up to the value of the Service Cost. Except where the Contract has been agreed as part of a National Campaign, the Service(s) may only be carried out by a participating member of the Manufacturer's Authorised Repairer.
3. The Dealer's liability in respect of the Service is limited to providing vehicle servicing in accordance with the Service Specification for the relevant service interval.
4. Any additional work carried out and/or materials supplied by the Dealer not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Vehicle.
5. The Manufacturer's obligations under the Contract will cease once all the Services have been provided pursuant to the Service Specification or the Customer or the Manufacturer cancels the Contract.
6. The Customer may transfer the Contract to a new owner of the Vehicle without additional charge.
7. The Customer has the right to cancel this Contract at any time without giving reason by informing the Service Plan Provider of the decision to cancel by using the Evolve portal, by sending an email to cancel@emac.co.uk or by telephone to 0330 099 6826. The Customer may use the attached model cancellation form but it is not obligatory.
8. The Manufacturer has the right to cancel this Contract by providing the Customer with at least 14 days' notice.
9. The Dealer's Standard Terms and Conditions (a copy of which is available on request) shall apply to all vehicle servicing work carried out by the Dealer pursuant to this Contract.
10. The Customer is reminded that if the Vehicle is still covered by the contractual warranty which came into force on the first registration then the continuing validity of such warranty may be affected if the Vehicle is not serviced at the time and mileage intervals appropriate to it. 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 Contract 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.
11. All non-service related items detailed in the Service Item Breakdown section of the contract may be subject to change at the Dealer's discretion.
12. The Services provided by the Manufacturer under this Contract are non-exchangeable and non-refundable. A cash alternative is not available.
13. The Roadside Assistance Cover provided does not include Customer Induced Faults.
14. This Contract shall terminate on the earliest of the following events (a) On the end date/mileage specified as part of the Service Specification detailed within the Contract; or (b) On the Vehicle having received all Service(s) covered by the Contract.

15. If the Customer wishes to make a complaint, the Customer should contact the Service Plan Provider:

i) by email support@emac.co.uk; or

ii) in writing to EMaC House, Southmere Court, Crewe Business Park, Crewe, Cheshire, CW1 6GU; or

iii) by telephone 0330 099 6826.

The Service Plan Provider will follow a standard procedure in handling any Customer complaints. Further information about the Dealers complaints procedure is available on its website www.emac.co.uk/contact/vehicle-owners/.

16. Data Protection Act 2018. For the purposes of the Data Protection Act 2018, the Data Controller in relation to information you supply is the Dealer. The Data Processor is the Service Plan Provider who may share the information provided, together with other information, with organisations who are the Service Plan Provider's business partners, suppliers or agents, for the purposes of customer services, order fulfilment and financial and account administration. The Service Provider will not transfer the information you provide to any country outside of the European Economic Area without firstly obtaining the Dealer's consent. When you have given the Service Plan Provider information 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. You have the right to ask for a copy of your information (for which the Service Plan Provider may charge a small fee in accordance with data protection legislation) and to correct any inaccuracies. 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 is provided.

Cancellation Form

To: EMaC Limited, EMaC House, Southmere Court, Electra Way, Crewe, CW1 6GU

cancel@emac.ltd.uk

I hereby give notice that I cancel my Vauxhall care contract which was ordered on 2019.

Name of customer:

Address of customer:

Signature:

Date: