

TOYOTA (GB) PLC (LEXUS UK)

**TERMS AND CONDITIONS FOR LEXUS SERVICE PLAN PLUS (FOR NEW AND APPROVED USED [LEXUS SELECT]
VEHICLES)**

** Please note, due to differing requirements for MOT fulfilment by the DSA in Northern Ireland MOTs are not included In Service Plan Plus packages sold in Authorised Lexus Repairers in Northern Ireland. Pricing is reduced to reflect this, and your Authorised Lexus Repairer will be able to advise you of further details on request.*

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) **"Approved Used Vehicle"** means any used Lexus vehicle sold under the Lexus Approved Used programme ("Lexus Select").
- (b) **"Agreement"** means this contract between the Customer, Toyota (GB) PLC and the Authorised Lexus Repairer whereby the Authorised Repairer agrees to provide the Services subject always to these Terms and Conditions.
- (c) **"Authorised Lexus Repairer"** means any repairer located in the United Kingdom or any country which is a member of the European Union and who has been authorised by TGB to undertake servicing, repair, and maintenance work.
- (d) **"Authorised Representative"** means any authorised employee or agent of the Authorised Repairer with authority to create or amend service plans through the EMAC evolve portal.
- (e) **"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 ProMOT*ional Contribution.
- (f) **"Deposit Payment"** means a sum payable (if any) by the Customer towards the Total Payment, payable on the date of the commencement of the Contract.
- (g) **"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.
- (h) **"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.
- (i) **"Full Service"** means performing a check of all areas of essential maintenance. In addition to the items included in the Intermediate Service, the Full Service covers items that TGB recommend for replacement every two years.
- (j) **"Intermediate Service"** means a variety of maintenance checks to keep Your Vehicle healthy and roadworthy including a complete oil change.
- (k) **"New Vehicles"** means any Lexus vehicle registered less than 12 months prior to the package being sold.
- (l) **"Party"** or **"Parties"** means the Customer and TGB.
- (m) **"Products"** or **"Package"** means the provision of Servicing, MOT*, and Lexus Roadside Assistance
- (n) **"Promotional Contribution"** means a sum payable by the Authorised Lexus Repairer or Manufacturer towards the Total Payment.

- (o) **“Service Cost”** means the cost of the parts and labour incurred by the Authorised Lexus Repairer in the provision of the Service on half of TGB to You
- (p) **“Service Plan Provider”** means the appointed administrator of this plan. The appointed administrator is EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe, Cheshire, CW1 6GU
- (q) **“Services”** means the routine maintenance services described as Intermediate and Full.
- (r) **“TGB”** means Toyota (GB) PLC.
- (s) **“The Customer”, “You” or “Your”** means the owner and registered keeper of the vehicle
- (t) **“Lexus Roadside Assistance”** means the breakdown assistance service provided by The AA, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.
- (u) **“United Kingdom”** means England, Scotland, Northern Island, the Channel Islands, and the Isle of Man
- (v) **“Vehicle”** means the Vehicle which you are the registered keeper of, or nominated by the registered keeper to have custody and use of the Vehicle and the benefit of the Lexus Service Plan Plus package
- (w) **“We”, “us” or “our”** means Toyota (GB) PLC, Great Burgh, Epsom, KT18 5UX.

1.2 **Interpretation.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a Party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** excludes fax but includes e-mail unless stated otherwise.

2. PRODUCT DETAILS

- 2.1 There are two Lexus Service Plan Plus Packages: One designed to be purchased alongside New Lexus vehicles and one designed to be purchased for the owners of Used Lexus Vehicles.
- 2.2 The New Car Lexus Service Plan Plus package is a 3-year (36 month) agreement that includes:
 - (a) 3 scheduled services (redeemable at any Authorised Lexus Repairer in the UK)

- (b) 1 MOT* (redeemable at any Authorised Lexus Repairer in the UK)
- 2.3 The Used Car Lexus Service Plan Plus package is a two year (24 month) agreement that includes:
- (a) 2 scheduled services (redeemable at any Authorised Lexus Repairer in the UK)
 - (b) 2 MOT*s (redeemable at any Authorised Lexus Repairer in the UK).
 - (c) 1 year of Lexus Roadside Assistance (in addition to the complimentary 12 months Lexus Roadside Assistance included within each New Car Purchase)

2.4 **Servicing**

- (a) The New Car Lexus Service Plan Plus package covers 3 services (2 Intermediate Services and 1 Full Service) across a 36 month period.
- (b) The Used Car Lexus Service Plan Plus package covers 2 services (1 x Intermediate and 1 x Full Service) across a 24 month period. The order of these services will be determined by the Vehicle service schedule.
- (c) Both Full Services and Intermediate Services are subject to time and mileage. Each service will be carried out on the sooner of one year elapsing, or 10,000 miles travelled from the last service.
- (d) The services included in this offer do not include additional maintenance or repair work (e.g. tyres and brake pads).
- (e) Services are redeemable at any Authorised Lexus Repairer in the United Kingdom in accordance with Toyota (GB) PLC guidelines and schedule.
- (f) Failure to adhere to the Manufacturer servicing schedule may invalidate the offer.
- (g) For more information on servicing, please refer to:
https://www.lexus.co.uk/owners/servicing-and-maintenance/servicing-MOT*-hybrid-health-check

2.5 **Lexus Roadside Assistance**

- (a) The Used Vehicle Lexus Service Plan Plus package includes one additional year of Lexus Roadside Assistance. This will be applied and activated automatically when the 12 month complimentary Roadside Assistance attached to your Approved Used Lexus expires. It does not require any action on your part.
- (b) Lexus Roadside Assistance services are provided by Our Breakdown Cover Provider, the AA. For details of cover and a full set of terms and conditions, please refer to:
<https://www.lexus.co.uk/owners/roadside-assistance>

2.6 **MOT***

- (a) Vehicles in the UK that are more than three years old are legally required to take an MOT* test every year to ensure they are roadworthy. It is the responsibility of The Customer to ensure the MOT* test is completed before it's expiry date.
- (b) All MOT*s included in The Lexus Service Plan Plus package are redeemable at any Authorised Lexus Repairer in the United Kingdom and excludes the cost of any required repairs.
- (c) Please note, due to differing requirements for MOT fulfilment by the DSA in Northern Ireland MOTs are not included In Service Plan Plus packages sold in Authorised Lexus Repairers in Northern Ireland. Pricing is reduced to reflect this.

3. ELIGIBILITY CRITERIA

- 3.1 The New Lexus Service Plan Plus package is only available to Lexus Vehicles that are less than 12 months from the date of initial registration.
- 3.2 The Used Lexus Service Plan Plus package is only available to Lexus vehicles that are over 12 months from the date of initial registration.
- 3.3 Service Plan Plus packages can only be purchased within a time period of up to 3 months after the Vehicle sale to the applying customer. The commencement of payments must also start within this period. After this date You will no longer be able to purchase this product.
- 3.4 For Lexus Owners whose vehicles are not eligible for a Service Plan Plus product, each authorised Lexus Repairer is able to develop and quote a bespoke ownership package to meet the needs of the customer and their vehicle. Please speak to your preferred Authorised Lexus Repairer to find out more.

4. CUSTOMER OBLIGATIONS

- 4.1 It is the Customer's obligation to arrange for the services to be carried out when due.
 - (a) This obligation stands regardless of whether the payments made to date under the Agreement are sufficient to pay for the cost of the service.
 - (b) The Service Plan Plus packages are designed to coincide as closely as possible to the manufacturer service schedule for your vehicle, so that in the vast majority of instances the balance of funds in the Plan will be sufficient to cover the cost of Servicing or MOT* events when they become due.

In the event, however, of either of the following circumstances, the plan holder may be required to make an advance payment ("top up") to the plan before they can redeem a scheduled service:

- I. The plan holder has failed to make any payments as set out in the payment schedule at the point of the redemption. Or
- II. The plan balance at the point of redemption is below £150

In either case, the value of the top up payment required is the difference between the RRP value of the service to be redeemed and the balance in the plan. Your Local Lexus Authorised Repairer is able to advise you of this amount.

- 4.2 For further information, the Customer should see the Vehicle's service handbook. In the event of an inconsistency between the terms of this Agreement and the service handbook regarding when a service is due, the service handbook takes precedence.

5. CHARGES AND PAYMENTS

- 5.1 For the New Vehicle Lexus Service Plan Plus package, the total payment made by You covers 3 services and 1 MOT*
- 5.2 For the Used Vehicle Lexus Service Plan Plus package, the total payment made by You covers 2 services, 2 MOT*s and 1 year of additional Lexus Roadside Assistance.
- 5.3 Failure by You to make payments as detailed in the Agreement will result in termination of this Agreement. For the avoidance of doubt, termination under clause 7 of this agreement will result in all aspects of this plan listed in the product details, clause 2, to be terminated.
- 5.4 Any Direct Debit Payments due pursuant to the Direct Debit Scheme will be 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. The Customer agrees to pay the adjusted payments.
- 5.5 Any additional work carried out and/or materials supplied by the Authorised Lexus Repairer which is not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Vehicle unless the repair and/or materials supplied are covered by an active Lexus Warranty.
- 5.6 The Customer agrees to make all Direct Debit payments as they fall due for payment.
- 5.7 You will receive notice of any failed payment in writing from the Service Plan Provider.
- 5.8 Up to two times a year, You may ask the Service Plan Provider to change Your monthly repayment date by notifying them of the new date at least five business days before the change takes effect. The Service Plan Provider will change Your Direct Debit payment to the dates You choose.

6. CANCELLATION

- 6.1 To cancel this Agreement, written confirmation is required to the Service Plan Provider from either the Customer or an Authorised Representative of the Authorised Lexus Repairer or TGB.

- 6.2 If you wish to cancel this Agreement within 14 days of the commencement of this Agreement (initial cancellation period) and prior to any services being provided, You will be refunded all monies paid including any Deposit Payment but excluding any ProMOT*ional Contribution.
- 6.3 If you wish to cancel this Agreement within 14 days and Services have been provided, therefore service costs incurred then You will be refunded the Balance. If the Balance is in deficit (i.e., less than zero) the Customer shall remain liable for the outstanding amount and shall make immediate payment to the Authorised Lexus Repairer of an amount to return the Balance to zero.
- 6.4 If You wish to cancel outside of the initial cancellation period, then termination shall be subject to payment of the cancellation fee, which ordinarily will be deducted from the Balance. Details of the amount of the cancellation fee are available at any time from the Service Plan Provider. Any Balance due to the Customer will be paid by the Service Plan Provider within 28 days.
- 6.5 In the event that the Balance is in deficit (i.e., less than zero) the Customer shall remain liable for the outstanding amount and shall make immediate payment of the amount to return the Balance to zero.

7. TERMINATION

- 7.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so.

8. TRANSFERS

8.1 Transfers of Vehicle

- (a) The Customer may transfer the Balance to a new Contract with TGB without an additional charge.
- (b) In the event of a transfer of the Balance to a Vehicle which has higher Service Cost(s) than the current Vehicle, then the Customer will be advised of any change in the Total Payment and any payments made under the Direct Debit Payment Scheme will be adjusted accordingly. The Customer will be notified by the Service Plan Provider of any change in writing.

8.2 Transfers of Ownership

- (a) You may transfer this Agreement to any subsequent owner of the Vehicle without additional charge. The Customer will be notified by the Service Plan Provider of any change in writing.

9. CONTACT DETAILS

9.1 If you wish to contact Us about the delivery of any of the Products within this package including making a complaint, you can do so by reaching out to the relevant Provider. For all email communications, please include details of Your name, address, vehicle registration number.

9.2 Toyota (GB) PLC (Lexus UK)

- (a) By phone: 0344 701 6202
- (b) By email: <https://www.lexus.co.uk/help->
- (c) In writing: Customer Services, Toyota (GB) PLC, Great Burgh, Epsom, KT18 5UX

9.3 Service Plan Provider (EMaC Limited)

- (a) By phone: 0330 099 6826
- (b) By email: Support@EMAC.ltd.uk
- (c) In writing: EMaC House, Southmere Court, Crewe Business Park, Crewe, Cheshire, CW1 6GU

9.4 Roadside Assistance (The AA)

- (a) By phone: 0161 333 5910
- (b) By email: customersupport@theAA.com
- (c) In writing: AA Member Relations, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY

For details on MOT* and Servicing, please contact your Authorised Lexus Repairer.

10. THIRD PARTY RIGHTS

10.1 Use of your personal data

- (a) For the purposes of the Data Protection Act 2018, the Data Controller in relation to the information You supply is Lexus. The Data Processor is the Service Plan Provider who may share the information 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. The Service Plan Provider will not transfer the information You provide to any country outside of the United Kingdom and/or European Economic Area without firstly obtaining Lexus's consent. When You have given us 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 and to correct any inaccuracies.
- (b) For full details on Lexus's Privacy Policy, please refer to: <https://www.toyota.co.uk/footer/privacy-policy>

10.2 Telephone Calls

- (a) Lexus and the relevant Providers of this Package may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that we provide.

11. GOVERNING LAW

- 11.1 These Terms and Conditions are governed by and shall be interpreted according to the laws of England and Wales. Through the grant of Membership both Parties agree to submit any dispute (including non-contractual disputes or claims) they have regarding these Terms and Conditions to the exclusive jurisdiction of the courts of England and Wales.

12. FORCE MAJEURE

- 12.1 Neither Party shall be in breach of the Contract nor liable for any failure or delay in the performance of its obligations under the Agreement if such failure or delay results from events, circumstances or causes beyond the reasonable control of the Party concerned.

13. NOTICES

- 13.1 All notices, agreements and consents given to a Party under or in connection with this agreement shall be in writing. Notices shall be sent to the address given in this agreement or as otherwise notified in writing to each Party (which may include an e-mail address). Any letter may be delivered by hand or first class pre-paid letter or electronically by e-mail (if the Parties have exchanged e-mail addresses) and shall be treated as having been delivered:
 - (a) if sent by hand, when delivered; and
 - (b) if by first class post 48 hours after posting; and
 - (c) if sent via e-mail, upon receipt of a delivery confirmation e-mail or upon receipt of an acknowledgement from the recipient (whichever first occurs).

14. SEVERANCE AND ILLEGALITY

- 14.1 If any provision or part-provision of the Agreement becomes unenforceable, invalid, or illegal, it shall be deemed deleted and shall not affect the validity and enforceability of the rest of the Agreement. The Parties shall negotiate in good faith to agree upon a provision replacement that, to the greatest extent possible, achieves the same commercial result.

15. WAIVER

- 15.1 A waiver of any right or remedy is only effective if in writing. A delay or failure to exercise any right or remedy shall not waive that, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16. DISPUTE RESOLUTION

- 16.1 The Parties shall attempt, in good faith, to resolve any disputes by negotiation.
- 16.2 If within 30 working days, the Parties have failed to reach a resolution, either Party may refer the dispute for mediation and serve the other Party a written notice that a dispute has arisen. This shall not be a condition precedent to the commencement of any court proceedings.
- 16.3 If the Parties do not resolve the dispute in the course of mediation, either Party may commence court proceedings in respect of their legal rights under this agreement.

** Please note, due to differing requirements for MOT fulfilment by the DSA in Northern Ireland MOTs are not included In Service Plan Plus packages sold in Authorised Lexus Repairers in Northern Ireland. Pricing is reduced to reflect this.*