

Terms and Conditions

The Agreement is made between Volkswagen Financial Services (UK) Limited, trading as Audi Finance, of Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR. ('We/Us/Our') and the person named in the Registration Form ('You/Your'). The Agreement is made on the date of Our signature on the Registration Form.

1. Definitions: the key words in this Agreement have the following meanings:
Agreement: means these terms and conditions and the Registration Form.
Contract Period: means the period covering the next consecutive services as stated on the Registration Form.

Fair Wear and Tear: means the wear pattern we would normally associate with any manufacturer's standard engine and transmission components, brake, suspension, clutch and tyre components as demonstrated for the majority of vehicles of a similar age and mileage within the Audi vehicle portfolio.

Service Schedule: means the schedules relating to the servicing of the Vehicle contained in the Registration Form.

Payment: means the fee, if any, detailed on the Registration Form.

Registration Form: means the Audi Service Plan Agreement Registration Form signed by You and Us.

Centre: means a participating Centre authorised by Audi and named in the list of Centres provided on supply of the Vehicle to You, or in any subsequent list of authorised Centres issued by Audi. Audi may amend such list from time to time and the latest version of such list is available upon request from Audi Customer Services.

Registration Period: means the eligible period of registration as defined on the Registration Form.

Service: means subject to the exclusions contained in clause 4, all the parts and labour charges needed to comply with the Service Schedules, including all engine oils and engine fluids(excludes catalytic system reduction fluid - Ad Blue®).

Vehicle: means the Vehicle detailed on the Registration Form.

Audi: means Volkswagen Group United Kingdom Limited of Yeomans Drive, Blakelands, Milton Keynes.

2. Agreement

(a) This Agreement shall come into force on the date that the Agreement is taken out.

(b) The Agreement must be taken out within the Registration Period and shall expire at the end of the Contract Period.

(c) The provisions of the Agreement are valid for Vehicles operated and located in the UK only (excluding Channel Islands and Isle of Man).

3. Our obligations

(a) We will accept all agreed costs associated with the Service for Your Vehicle, subject to the exclusions in clause 4, for the duration of the Contract Period.

(b) The Agreement has been designed and costed for the Vehicle and is correct at the date of the Agreement. Accordingly, subject to the exclusions in clause 4, We are only liable for the supply of, and to pay for, the Service operations as recommended in the Service Schedule at the time the Agreement was made.

4. Exclusions

(i) 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 You or any third party (including any failure by You to have the Vehicle serviced in accordance with the Manufacturer's Service Schedule); failure by You to comply with Your 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 and drink, cigarettes, oil, fuel or the Vehicle not being used for long periods.

(iii) Repair, replacement or alteration of any items fitted to the vehicle after manufacture.

(iv) Fuel and additives 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) Any Oil and fluid top-ups between the Services.

(vii) Any work that has not been carried out at an authorised Centre.

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

(ix) Any work carried out under 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, chauffeurs and taxis or for driving school purpose.

(xi) Any repairs or work that is not due to reasonable Fair Wear and Tear (as defined in clause 1).

(xii) In-car entertainment (including audio, communication and navigation systems).

(xiii) Safety inspections and other legally required inspections such as MOT.

(xiv) Any associated maintenance or repairs to the Diesel Particulate Filter.

(xv) All road wheels.

(xvi) Roadside assistance.

(xvii) Any work carried out outside of the United Kingdom.

(xviii) Damaged or broken aerials.

(xix) Vehicles which are not to the manufacturer's United Kingdom specification.

(xx) Tyres and any associated maintenance and repairs (e.g. tracking/wheel alignment).

(xxi) All non-standard service work.

(xxii) Cam belt and drive belt.

(xxiii) Air conditioning.

(xxiv) Wear and tear items.

(xxv) Any operations additional to Service Schedule (i.e. aircon service/gearbox oil change).

5. Disputes

(a) In the event of any dispute concerning work being undertaken on the Vehicle and/or Your failure to meet Your obligations under this Agreement, We will (where appropriate) arrange an independent inspection.

(b) In the event that the independent inspection finds in Our favour You will be liable for the costs of the repairs and/or work and the subsequent cost of the inspection.

6. Your obligations

You shall:

(a) Ensure that all Service work to be paid for by Us under the Agreement is carried out by Centres.

(b) Ensure that the Vehicle is serviced and maintained in accordance with the Service Schedule at the appropriate time.

(c) Ensure that all possible claims under the manufacturer's warranty are made at the appropriate times and that any appropriate recall instructions are complied with.

(d) Pay Us the payments shown on the Registration Form (at the times stated). If You do not, We can terminate the Agreement, as stated in clause 8.

7. Termination by You

If We are in breach of Our obligations under the Agreement You shall be entitled to terminate the Agreement in writing to Us.

8. Termination by Us

We may terminate the Agreement on written notice to You or suspend performance by Us under the Agreement for so long as We shall see fit, and then We may terminate the Agreement if:

(a) You default in the payment due under the Agreement. This will amount to Your repudiation of the Agreement (meaning that You no longer intend to be bound by it); or

(b) You fail to perform or observe any of the terms or conditions contained in the Agreement; or

(c) Any distress is levied or threatened to be levied or any other mode of execution takes place upon Your property; or

(d) Any meeting of Your creditors is called or You enter into any voluntary arrangement with Your creditors or You have a receiver appointed for any of Your assets; or

(e) Where You are a limited company; an administrative receiver is appointed over the whole or substantially whole of Your assets, or You pass a resolution for winding up or a winding up petition is presented to the court; or a petition is presented by You or by any of Your directors or creditors for an administration order; or

(f) Where You are an individual, a petition is presented for Your bankruptcy; or

(g) Where You are a partnership the partnership is dissolved, or any of the events referred to above occur in relation to any of the partners; or

(h) False information has been given by You in connection with the making of the Agreement which We have relied on.
(i) If we terminate this agreement or accept your repudiation, You must pay Us all payments due and, as acceptance of Your repudiation or as a debt on Our termination, You agree to pay Us all payments that have not fallen due up to the cost of any Services that We have incurred and not paid for by You along with all Our expenses (including legal costs and any VAT applicable) in recovering these sums from You.

(j) If we terminate this agreement or accept your repudiation, You must pay Us all payments due and, as acceptance of Your repudiation or as a debt on Our termination, You agree to pay Us all payments that have not fallen due up to the cost of any Services that We have incurred and not paid for by You along with all Our expenses (including legal costs and any VAT applicable) in recovering these sums from You.

9. Our liability

(a) Our obligations pursuant to the Agreement to accept the cost of Service shall constitute the full extent of Our liability and We shall not be responsible for any delay by a Centre in carrying out Service work; or for any loss, injury or damage, direct or consequential in respect of defective Service work performed by a Centre or in respect of defects in or failure of goods supplied by a Centre.

(b) We do not exclude liability for death or personal injury arising from Our own negligence or that of Our employees.

(c) Nothing contained in this clause 9 affects Your statutory rights as a consumer.

10. Transfer of ownership

(a) You may assign this Agreement to any subsequent owners of the Vehicle for the Contract Period provided that You pay all the payments shown on the Registration Form before the Agreement is assigned. Once all payments have been received we will agree to the assigning of the Agreement providing that You advise Us in writing following the transfer of ownership and that the purchaser of the Vehicle agrees in writing to Us to be bound by the terms and conditions of this Agreement in every way.

(b) The Agreement is not transferable to another vehicle.

11. No waiver

Our failure at any time to enforce any provision of the Agreement shall in no way affect Our right to require complete performance by You after that nor shall the waiver of any breach of any provision be taken or held to be a waiver of the provision itself.

12. Matters beyond reasonable control

Neither party shall be liable for any delay or failure to meet its obligations 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, lockout, industrial dispute, Government control, restrictions or prohibitions or any other Government act or omission whether local or national or any natural catastrophe.

13. Variation

No modifications or variations to this Agreement such as addition or removal of levels of plan; mileage amendments; contract term extensions; cover for imported vehicles; product amendments is permissible without Our prior written approval.

14. Law

This Agreement shall be construed and interpreted in all respects in accordance with the laws of England. Volkswagen Financial Services (UK) Limited is registered in England (number 2835230).

Effective from 01/02/2014.

