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motoring  
all taken care of.



Maintenance plan

Terms and conditions

EMaC.

Thank you for choosing EMaC. In this document you will find useful information about your maintenance plan, including its full terms and conditions.

<b>Section 1</b>	<b>Introduction</b>	<b>Page 2</b>
<b>Section 2</b>	<b>Definitions</b>	<b>Page 2</b>
<b>Section 3</b>	<b>Your maintenance plan</b>	<b>Page 3</b>
<b>Section 4</b>	<b>How to book</b>	<b>Page 3</b>
<b>Section 5</b>	<b>Eligibility</b>	<b>Page 3</b>
<b>Section 6</b>	<b>Benefits</b>	<b>Page 4</b>
<b>Section 7</b>	<b>Your responsibilities</b>	<b>Page 9</b>
<b>Section 8</b>	<b>Start date, payments and mileage adjustments</b>	<b>Page 10</b>
<b>Section 9</b>	<b>Exclusions</b>	<b>Page 11</b>
<b>Section 10</b>	<b>General</b>	<b>Page 11</b>
<b>Section 11</b>	<b>Complaints</b>	<b>Page 13</b>
<b>Section 12</b>	<b>Data protection</b>	<b>Page 13</b>
<b>Section 13</b>	<b>The agreement</b>	<b>Page 14</b>

## 1. Introduction

Welcome to **your** maintenance plan.

It is important that **you** read this document carefully as it sets out:

- when and how to ask for **maintenance inspections**, **servicing** or **repairs** (known as **maintenance events**);
- what is provided under the maintenance plan;
- what is not included under the maintenance plan; and
- **your** responsibilities.

This **agreement** is between the lessee of the **vehicle** and **us** (EMaC Limited).

**We** hope **you** find everything **you** need in this document. If there is anything **you** do not understand, please contact **our** friendly team who will be more than happy to help. **Our** contact details are in section 10.

If **you** need this document in a different format, **you** can call **us** on 0330 380 1269 to discuss **your** needs.

## 2. Definitions

Throughout these terms and conditions, the terms below have the meanings shown wherever they appear in bold.

**Accidental damage:** A puncture due to a foreign object. Punctures, bulges or damage to the cords as a result of kerb/pothole damage (or similar). Damage not as a result of a road traffic accident claimable under an insurance policy.

**Agreement:** Consists of the **Schedule** and these terms and conditions.

**Contractor:** Any person **we** appoint to provide certain breakdown assistance or vehicle-hire services on **our** behalf.

**Fair wear and tear:** Unavoidable deterioration that comes with day-to-day use. The most recent British Vehicle Rental and Leasing Association (BVRLA) guidelines will apply. To find more information on this visit <https://www.bvrla.co.uk/>

**Maintenance agent:** Any **contractor** or third party **we** appoint to provide the services included in **Maintenance events**.

**Maintenance event:** **maintenance inspections**, **servicing** and **repairs**.

**Maintenance inspection:** A visual check and road test carried out on the vehicle before the vehicle is delivered to **you**, and each year from then on. As set out in section 6 B.

**Maintenance plan price:** The amount **you** must pay **us** each month as set out in the **schedule**.

**Plan start date:** The date the plan starts, as shown in the **schedule**.

**Repair:** Fixing or replacing a tyre or a mechanical or electrical part of the **vehicle**.

**Rental vehicle:** A hire vehicle provided to temporarily replace the **vehicle**, as explained in section 5 E.

**Schedule:** The document which includes **your** details, the **vehicle's** details, the **plan start date**, the **maintenance plan price**, and the **term**. The details in the **schedule** are based on the information **you** gave the **selling agent** when **you** bought **your** plan.

**Servicing:** Vehicle servicing in line with the manufacturer's servicing **schedule** set out in the **vehicle's** handbook.

**Selling agent:** Autorama UK Limited (trading as Vanarama or Auto Trader Leasing).

**Term:** The fixed period during which **we** will provide the services set out in the **schedule**.

**Territory:** England, Scotland, Wales and the Isle of Wight (not including Northern Ireland, the Isle of Man, the Isles of Scilly, the Channel Islands and the Scottish Islands).

**Vehicle:** The **vehicle** which **we** have agreed to supply the services for.

**We, our or us:** EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU whose registered company number is 03158541.

**You or your:** The legal owner or registered keeper of the **vehicle**, as named in the **schedule**.

### 3. Your maintenance plan

Your maintenance plan is an **agreement** to provide routine **maintenance inspections**, **servicing**, assistance and **repairs**. It is not an insurance policy, and it is not regulated by the Financial Conduct Authority (FCA). There are more details in section 13.

### 4. How to book your vehicle in for an inspection, servicing or repairs (maintenance event)

To book **your vehicle** in for a **maintenance event** please visit [www.emac.co.uk/autotraderleasing](http://www.emac.co.uk/autotraderleasing)  
**You** will need to fill in a short online booking form.

**Please do not go ahead with any maintenance event until we have authorised it. It is your responsibility to make sure the maintenance agent contacts us before any work starts.**

To keep **your vehicle** in the best condition, **we** recommend **you** contact **us** to book a yearly **maintenance inspection**. This can be carried out as part of routine **servicing** and maintenance as explained in Section 6 A.

If **you** don't book a yearly **maintenance inspection**, it will not affect **your agreement**.

Once **your vehicle** is booked in for its **maintenance event**, **you** must take it to the **maintenance agent** or suitable location at the time and date agreed.

During **your** appointment, **we** may need access to **your vehicle** and investigate further. **We** may ask for further photographic evidence of the area that needs repairing.

### 5. Eligibility

**Your vehicle** must:

- be built to, and still be within, the manufacturer's specifications;
- not be used within any public or emergency service (for example, the police force, the armed forces or the fire service);
- not have a gross weight of more than 3.5 tonnes; and
- only be used in connection with **your** business or for social, domestic and pleasure purposes, including by any employee or agent who has permission to drive the **vehicle** and is qualified to do so.

**You** must not use the **vehicle**:

- for anything illegal;
- when it is not safe to use it or if **you** are not fit to drive;
- for racing, rallying, placemaking, off-road activity or any similar purpose; or
- for driving tuition, public services (such as police or ambulance), as a taxi or chauffeur service, for rental, in return for any kind of payment or reward, or as a courtesy car.

## 6. Benefits

A **maintenance event** consists of a **maintenance inspection, servicing** and any necessary **repairs**. Details of what is and is not included in the maintenance event are set out below.

The maintenance plan includes the following:

- A. Routine servicing and maintenance**
- B. Maintenance inspections**
- C. Breakdown assistance**
- D. Tyres**
- E. Vehicle hire**

### A. Routine Servicing and Maintenance

What **we** provide

While the maintenance plan is in force, **we** will pay the cost of carrying out the necessary **servicing** and maintenance to make sure the **vehicle** is roadworthy and in good working order.

**You** must pay for any maintenance, **repair** or replacement that is needed as a result of an accident, carelessness, abuse, misuse, fuel contamination or failure to service the **vehicle** in line with the manufacturer's recommended **servicing** intervals and warranty regulations.

- Maintenance and **repairs** should only be carried out by a **maintenance agent** approved by **us**.
- **We** will pay the cost of an MOT or any testing that is required by law.
- **We** will pay the cost of the amount of oil and anti-freeze recommended by the manufacturer of the **vehicle** via the **maintenance agent**.
- **We** are not responsible for driving or transporting the **vehicle** to a **maintenance agent** for any of the benefits listed in this section. **We** are only responsible for transporting the **vehicle** in the circumstances detailed in section 6 C.
- **We** will pay the cost of new batteries and **exhausts** if they are needed due to **fair wear and tear**. **You** will be responsible for paying for any replacements that are needed because of **you** not using the **vehicle** properly or after an accident.
- **We** will only provide the services specified in the **agreement** while the **vehicle** is in the **territory**.
- **We** have the right to carry out **maintenance events** on the **vehicle** using the **maintenance agent**, in which they are working on **our** behalf.
- .

### B. Maintenance inspections

Under the maintenance plan, **your vehicle** is inspected before it is delivered to **you**, and **you** will be entitled to have further inspections each year from then on.

Each inspection will include a visual check and road test to establish any issues detailed below:

#### Engine compartment

- Check oil, fluids and coolant levels and identify any leaks
- Check the condition of the belts and battery

#### Wheels/Tyres

- Check condition of all tyres (including spare)
- Check inflation kit (if applicable)
- Check wheel alignment

#### Brakes

- Check condition of the front and rear brake pads and discs
- Check condition of the parking brake
- Check the brake fluid condition and levels

#### Coolant

- Check condition and levels of anti-freeze

#### Lights, electrics and heating

- Check condition of internal and external lights
- Check condition of wipers and washers
- Check condition of horn
- Check condition of warning lights
- Check condition of control messages
- Check condition of heating systems
- Check condition of air conditioning operation
- Check condition of interior electrics, safety and seatbelts

#### External

- Check the engine for any smoke and noise
- Check the brake operation
- Check the clutch and transmission operation
- Check the condition of all mirrors and glass
- Check the locking system

#### Underside

- Check the exhaust system and catalytic converter
- Check steering and suspension
- Check for visible fluid leaks
- Check the condition of the driveshaft: joints, gaiters and mountings
- Check the condition of the wheel bearing, hub, wear and noise
- Check the condition of the hoses, pipes and cables

### C. Breakdown assistance

#### What we provide

**We** have an agreement with the **contractor** (this can be anyone **we** appoint to provide certain breakdown assistance or hire vehicles on our behalf) to manage the services set out in Section 6 C. The **contractor** will handle all arrangements for breakdown assistance and relevant phone calls. The **contractor**, or someone they appoint, will come out to **your vehicle** if **you** have a valid request. **We** have the right to change the **contractor**. **We** will give **you** 30 days written notice before **we** make any changes.

### How to get assistance if **you** break down

If the **vehicle** breaks down, or is immobilised due to accidental tyre damage, please follow these simple steps.

- Phone the **contractor** on 0330 380 1269 (calls from **your** mobile may be charged at **your** network operator's premium rate. **Your** call will be handled by the **contractor** and may be recorded or monitored).
- Tell the operator where the **vehicle** has broken down, why it has broken down (if possible) and the phone number **you** are calling from, and give them any other information they ask for.
- The **contractor** will give **you** a free number which **you** need to call if **you** get going before they arrive. Only accept help from the **contractor** that has been sent to **you**.
- Do not make **your** own arrangements. The **contractor** cannot cover the cost without authorising the assistance or repair.

### Roadside and at home cover

If the **vehicle** breaks down in the UK, including at **your** home address, **we** will provide **our contractor** to do one of the following:

- Send help to **repair your vehicle** at the roadside. This could be a permanent or temporary **repair**.
- If **our contractor** cannot **repair** the **vehicle** at the roadside, they will take the **vehicle**, driver and any passengers (as well as any caravan or trailer attached to the vehicle) to:
  - a) an approved repairer;
  - b) another local garage; or
  - c) a destination of **our** (for instance, we may deem it necessary for the vehicle to go to a specific garage or specialist repairer), or **your** choice.

### Roadside and at home cover does not include the following

- Fitting parts, including batteries, that anyone other than **our contractor** provided.
- The cost of attending any breakdown that was caused by the person driving the **vehicle**, or a fault that **our contractor** has previously repaired, if **you** did not follow **our contractor's** advice
- Recovery for caravans or trailers if **your** caravan or trailer breaks down.
- Tyre faults where the **vehicle** is not carrying a suitable spare tyre, the tyre **repair** equipment provided by the **vehicle's** manufacturer, or a locking wheel nut key.

Roadside and at home cover only applies to issues that should have been checked or repaired during the scheduled **maintenance inspection**.

### Recovery

If **our contractor** cannot **repair** the **vehicle** as set out in the section above, they will take it (and any caravan or trailer attached to it) and anyone travelling in the car from the breakdown location to a destination chosen by **us** (for instance, we may deem it necessary for the vehicle to go to a specific garage or specialist repairer) or whoever was driving. For long distances our **contractor** may use more than one recovery vehicle.

Please note, **you** must arrange recovery and agree the place **you** will be taken to with **our contractor** at the scene of the breakdown.

Recovery does not cover the following.

- Fitting parts, including batteries, that anyone other than **our contractor** provided.
- The cost of attending any breakdown that was caused by the person driving the **vehicle**, or a fault that **our contractor** has previously repaired, if:
  - a) the original fault was not been properly **repaired**; or
  - b) **you** did not follow **our contractor's** advice after a temporary **repair**.
- Recovery for caravans or trailers if **your** caravan or trailer breaks down.
- Tyre faults when **your vehicle** is not carrying a suitable spare tyre, the tyre **repair** equipment provided by the **vehicle's** manufacturer, or a locking wheel nut key.
- A second recovery which is needed because the original destination is closed or is not accessible.
- Onward Travel, including alternative transport or overnight accommodation.

Recovery will only apply to issues that should have been checked or repaired during the scheduled **maintenance inspection**.

#### General conditions

- If the breakdown is caused by a part of the **vehicle** failing, the failure must stop the **vehicle** from working for breakdown assistance to be covered. For example, an air-conditioning failure does not count as a breakdown. A warning light on the dashboard does not count as a breakdown, unless it is associated with a part of the **vehicle** not working. If part of the **vehicle** fails but does not stop the **vehicle** from working, **you** will need to take the **vehicle** to a garage to be repaired and this breakdown assistance will not cover the cost.
- Breakdowns as a result of a road traffic collision will not be attended by our contractor.
- Damage to glass where the vehicle is still drivable will not be attended by our contractor.
- **Our contractor** will not cover any call-out where the **vehicle** is already at a garage or other place of **repair**.
- **You** must be with the **vehicle** when **our contractor** attends a call-out.
- **You** are always responsible for caring for **your** personal belongings, valuables, luggage and other goods that are in or on the **vehicle**. **Our contractor** will not be responsible for any loss or damage to them.
- When **our contractor** recovers passengers under the age of 16, they must be accompanied by an adult.
- **Our contractor** will not allow animals in their **vehicles**, except guide dogs. Any animals can stay in the **vehicle** at **your** own risk. **Our contractor** will not be legally responsible for any injury to animals, or damage caused by them. **Our contractor** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
- The **vehicle** must not carry more passengers than the number stated in its registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and children must have a properly fitted child seat when required by law.
- When **our contractor repairs** the **vehicle**, they are responsible for that **repair**, this does not mean that they are confirming that the **vehicle** is in a legal and roadworthy condition. This is **your** responsibility, and you must follow advice and guidance provided by the contractor (for example, the contractor may carry out a temporary repair and advise you to have a full repair carried out at a garage.)
- **Our contractor** will not be responsible for any losses that **you** may face following a breakdown that are not covered by this breakdown assistance. For example, they will not pay for any loss of earnings or missed appointments.
- During extreme weather, riots, war, civil unrest or industrial disputes **our contractor's** service can be interrupted. They will carry out their service as soon as they can in these circumstances.

- The cost of the following is not covered by this breakdown assistance:
  - a) Tolls, ferries or congestion charges for the **vehicle** and **our contractor's vehicle**. In the event that **you** incur these charges as part of your breakdown assistance, **we** will reimburse these charges.
  - b) spare tyres and wheels and getting or **repairing** them.
- This breakdown assistance does not cover any of the following.
  - a) Routine **servicing**, maintenance or assembling the **vehicle**.
  - b) **Vehicles** that are not legally taxed or insured and do not hold a valid MOT as required by law or are not being used in line with the manufacturer's guidelines.
  - c) **Vehicles** that are not in a roadworthy condition. If **our contractor** believes that the **vehicle** is not in a legal or roadworthy condition, they can refuse to provide their service. If **you** can prove that the **vehicle** is roadworthy, they will provide their service.
  - d) Any call-out that is or may be affected by the influence of alcohol or drugs.
- If **you** are asked to review and approve a document to record the condition of the **vehicle**, including an electronic form, it is **your** responsibility to make sure the record is accurate and complete. **Our contractor** will not be responsible for any errors or oversights.

#### D. Tyres

##### What is provided

- **We** will pay the cost of replacing any of the **vehicle's** tyres which have become unusable because of **fair wear and tear** or faulty manufacture.
- **We** will not pay for the replacement tyre if the damage was caused by carelessness or neglect, or if **you** or someone else damaged the tyre on purpose.
- If a tyre was damaged accidentally, **we** will pay the cost to **repair** or replace a maximum of one tyre each year.. If **we** suspect fraud, **we** will not provide or pay the cost of replacing any tyre.
- Replacement tyres will meet the vehicle manufacturer's recommendation but may be a different brand to those originally fitted to the **vehicle**.
- If **you** need a tyre **repair** or replacement out of hours and **we** cannot authorise this, **you** can send a refund request to **us** by emailing [autotraderleasing@emac.co.uk](mailto:autotraderleasing@emac.co.uk). **We** will consider the request and may agree to reimburse **you** in full or in part.

#### E. Vehicle Hire

##### What is provided

- **We** will provide a **rental vehicle** if **your vehicle** is off the road for 24 hours or one business day following a breakdown as defined in Section 6 C above.
- **You** will have access to the **rental vehicle** for seven days for each recovery and **repair** (a recovery of **your vehicle** and any necessary **repairs** linked to the original recovery). **You** can extend this time, but **you** will be responsible for paying the cost of any additional days.
- To book a **rental vehicle**, contact **us** directly on 0330 380 1269.
- The **rental vehicle** will be as similar to **your** vehicle as possible, depending on availability. For specialist vehicles such as tippers and loaders or refrigerated vehicles, **we** will try to provide a similar sized van, depending on availability. Whether **you** get a **rental vehicle** that has specialist lifting equipment depends on availability and it may not include any post-production modifications.
- **You** will be responsible for paying any extra charges associated with added extras such as satellite navigation, tow bars and roof racks. **You** can ask **us** for a list of these charges. All the above extras will be subject to availability at time of booking and not

guaranteed.

- If **you** do not arrange for the return the **rental vehicle**, and make it available on the date and time agreed, **you** will be responsible for paying any extra rental charges.
- The **rental vehicle** will be insured for **you** only.
- The named driver of the **vehicle** covered under the **agreement** will need to present their driving licence before the **rental vehicle** can be handed over.
- A full inspection of the **rental vehicle** will be carried out on delivery and collection, **you** will be asked to sign to accept any pre-existing damage.
- The **vehicle** will have an insurance excess (an amount **you** must pay towards any insurance claim). **You** are responsible for paying for any damage to the **vehicle** during the rental period until the **vehicle** is collected, up to the amount of the insurance excess. **You** will also be responsible for paying any admin fees when **you** make any damage claims.
- **You** must not take the **rental vehicle** out of the **territory** without getting **our** permission first.
- The **rental vehicle** may be branded with the hire company's logo.
- **You** will have a mileage allowance of 100 miles each day. If **you** go over this limit, **you** will be responsible for paying excess mileage charges.
- You will be responsible for any penalties charged during the rental period (for example, speeding fines, parking fines or congestion charges).

#### Collection of the **rental vehicle**

- When the **rental vehicle** is due to be returned, the rental company have up to eight working hours to collect it. The **vehicle** will still be **your** responsibility during this time.
- **You** will be responsible for returning the **rental vehicle** with a full tank of fuel and in a clean condition. If the **rental vehicle** is returned in any other condition, the rental company may charge **you**. If this is the case, **you** may also have to pay an admin fee.
- If **you** ask that the **rental vehicle** is collected from an address that is different to where it was delivered, **you** may be responsible for paying an additional charge.
- If **you**, or a chosen representative, are not available to sign the collection form at the end of the hire period, **we** will not be able to argue against any damage or charges that are found when the **rental vehicle** is collected. In this case, **you** will have to pay for the damage and charges.
- If **you** no longer need the **rental vehicle**, it is **your** responsibility to tell **us**. If **you** fail to tell **us**, **you** may have to pay the cost of the full hire period.
- If **we** receive a charge because **you** weren't available when the **rental vehicle** was due to be collected or **you** did not hand the **rental vehicle** back at the end of the rental period, **we** will invoice **you** for the amount **we** were charged, and **you** will be responsible for paying it.
- **You** will be responsible for paying a replacement fee, plus any admin fees, for any lost keys.
- All **rental vehicles** have 24-hour breakdown cover. Details of which will be in the **rental vehicle**.
- If the **rental vehicle** is involved in an accident, please tell **us** as soon as possible. It is **your** responsibility to also make sure that the police are told, if this is necessary.

## 7. Your responsibilities

- **You** will always remain responsible for making sure that the **vehicle** is properly **repaired** and maintained (including the bodywork on the outside and inside of the **vehicle** and

**repairs** needed because of fuel contamination, frost damage or driving through flood water).

- **You** must take proper and reasonable care of the **vehicle**.
- **You** must follow the manufacturer's recommendations for preventative checks that should be carried out from time to time in relation on the **vehicle** and provide all necessary oil, lubricants and anti-freeze (other than those provided during normal **servicing**).
- **You** must make sure the **vehicle** is serviced, and the service record book is stamped by an approved repairer. **You** must take care of the **vehicle** in line with the manufacturer's service **schedule** and any instructions **we** give **you** from time to time.
- **You** must meet all statutory and other legal requirements in relation to the **vehicle** and how it is used. **You** must not use, or allow anyone else to use the **vehicle** for any purpose which it is not designed for. **You** must not use, or allow anyone else to use, the vehicle for anything that is not allowed under the terms and conditions of any policy of insurance relating to the **vehicle**, or for racing, pace making, reliability trials, speed testing, hiring, taxi work or driving tuition for profit or gain.
- **You** must get **our** written permission before **you** make major alterations or fit any accessories to the **vehicle** (except if these alterations or accessories are required by law). In the **agreement**, 'major alterations' include adding racking systems or anything that may have a significant effect on the vehicle's electronic circuits and systems.
- **You** must tell **us** straight away if **you** make any alterations or additions to the **vehicle** that may increase maintenance costs. **We** may increase the **maintenance plan price** that is due for the remainder of the **term** to take account of the increased cost of providing **maintenance events** under the **agreement**.
- **You** must pay for any duties, fees, licenses and charges payable in respect of the **vehicle** at any time.
- **You** must arrange for any **repairs** that are needed because of accident, collision, fire or other damage. **You** will be responsible for paying for these repairs.
- **You** must tell **us** immediately if the **vehicle's** odometer (the device that measures the car's mileage) fails or develops a fault.
- **We**, or one of **our** representatives, may ask to inspect the state and condition of the **vehicle** and all relevant licenses and permits. **You** must allow **us** to do this and give **us** the address of where the vehicle is normally kept.
- It is **your** responsibility to make sure that all works, maintenance and **repairs** not included in the **agreement** are carried out right away and with reasonable skill and care by a VAT registered repairer.
- **You** must not transfer the benefit of the **agreement**, or **your** rights or responsibilities under it, to anybody else without first getting **our** written permission.
- **You** must not tell any third party the terms of the **agreement** or use or attempt to use a third party's services to help **you** with anything set out in the **agreement** or carry out **your** responsibilities, without first getting **our** written permission, other than for tyre repair or replacement out of hours as set out in section 7 D.
- **You** must not authorise any **repairs** or works to any **vehicles** mentioned in the **agreement** or authorise any spending relating to a **maintenance event**.
- **You** must tell **us** about any claim **you** are making under the manufacturer's warranty and authorise **us** to make and agree the claim with the manufacturer.

## 8. Start date, payments and mileage adjustments

### Start date

The **term** will begin on the **plan start date** that is set out in **your schedule**. This will most likely

be the date the **vehicle** is delivered to **you**. **We** will provide the services set out in the **agreement** from this date.

#### Payments

- **You** must pay the initial **maintenance plan price** for the **vehicle** no later than two weeks after it is delivered to **you**. **You** must pay **us** all other charges, together with any additional charges **we** tell **you** about under the terms of the **agreement**, in full by direct debit. The time **you** must make the payments by will be set out in the **schedule**.
- **Your** payment dates will be set out in the **schedule**. **We** will take **your** payments on or around the same date each month.
- If the rate of VAT changes, **we** will adjust the **maintenance plan price** to reflect this.
- Under the **agreement**, **we** can use any amounts **you** owe **us** to reduce any amounts **we** owe **you**. **We** also have the right to deduct or withhold any money **we** owe **you**.

#### Mileage adjustment

If the **vehicle's** mileage goes above the mileage allowance for your **vehicle** lease, **you** must pay for any services that are needed at that time. **We** will then increase the **maintenance plan price** for the rest of the term to account for the additional costs of providing the maintenance plan with a higher mileage allowance.

If the odometer develops a fault, **we** will estimate the mileage for the period between the date **we** last received the odometer's reading (the relevant date) and the date **we** discover the fault. When the maintenance plan ends, **we** will add this estimate to the mileage recorded by the odometer at that time. **Our** estimate will be based on the vehicle's mileage in the period up to the relevant date or will be calculated on any other reasonable basis.

## 9. Exclusions

The maintenance plan does not cover the following.

- **Vehicle** parts that need to be replaced or repaired due to any damage that is accidental or deliberate or damage caused by carelessness, rodents or water, other than damage to tyres as set out in Section 6 D.
- A mechanical part failing or breaking down because it was faulty or was not designed properly, or it failing or breaking down in any other circumstance the manufacturer is responsible for or accepts responsibility for any other reason.
- Any **repair** or **servicing** that is covered by a manufacturer's warranty or a manufacturer's goodwill policy.
- Any damage to glass parts including windscreens, light covers and mirrors inside or outside the **vehicle**.
- Any work needed to service or **repair** a converted body, tail lift, refrigerated unit or any other changes made to the standard **vehicle** as manufactured.
- Replacing normal tyres with winter tyres or any other parts required for specific use, not because of normal wear and tear.
- Any tyre **repairs** or replacement if the tread depth is less than 2mm.

## 10. General

### A. Phone calls

Any call made in connection with **your agreement** may be monitored as part of training and quality-monitoring processes.

### B. Misinformation

When applying for the **agreement** or a **maintenance event**, **you** or anyone acting on **your** behalf must answer all questions honestly and to the best of **your** or their knowledge. Not doing so may mean the **agreement** is not valid and affect the services **we** can provide.

#### C. Governing Law

This **agreement** is governed by the laws of England and Wales.

#### D. Ending the agreement

- **You** must contact **us** directly if **you** want to end the **agreement** early.
- If **you** want to end the **agreement** early, **you** must pay any amount **you** still owe up to the date **we** cancel the **agreement**.
  - If you want to end the agreement within 14 days of the start date (“Cancellation Period”), this Agreement will be treated as if it had never been made and we will refund to you any payment that you have then paid, within 14 days starting on the day after the day on which you notify us that you wish to cancel this Agreement. If you have used any of the benefits detailed under Section 6 of this agreement, you may cancel this agreement, however you will not be able to claim any refund and you will have to pay in full any monthly payment due from the cancellation date up to the twelfth month from the start date.
- Either **we** or **you** may end the **agreement** early by giving the other notice.
- **We** may end the **agreement** without giving **you** notice if **you** do not pay the **maintenance plan price**, or any other amount related to the **vehicle**, within 14 days of when the payment is due.

##### Consequences of ending the agreement

- **We** will have no further responsibility to provide services for any **vehicles** no longer covered by the **agreement**.
- Once the **agreement** ends, **we** and **you** will no longer have any responsibility to each other.

#### E. Extensions

If **we** agree to continue providing **our** services after the **agreement** ends, **we** will continue to do so on the terms set out in the **agreement**. **We** will discuss and agree a price with **you** at the time and provide a new schedule document detailing any price changes and the agreed extension period.

#### F. Legal responsibility

- If **we** fail to meet any of **our servicing** and maintenance requirements relating to the **vehicle**, **we** will pay the reasonable costs **you** had to pay for a third party to carry out the necessary services.
- **We** will not be legally responsible for loss of profits, loss of business, loss of goodwill or loss of contracts **you** suffer because of this **agreement**.

#### G. Miscellaneous

- **You** should not consider anybody who negotiated with **you** about the **agreement** to be acting on **our** behalf or as one of **our** agents. **We** will not be held legally responsible for any warranties, promises or assurances given or made by anybody who negotiated with **you**.
- Allowing a discount on any part of the **agreement** will not affect **our** rights.
- Where two or more persons are named as the customer in any **schedule**, each person will have full responsibility to meet their responsibilities.
- **We** or **you** can give notice to end the **agreement** under section 9 D, E and F by email, over the phone or in writing.
- If **you** have a holding company, division or a subsidiary, **you** agree that any director or company secretary of that company, division or subsidiary can commit **you** to keep to the responsibilities set out in the **schedule**. **You** can, on **our** behalf, arrange for the holding company, division or subsidiary to pay the **maintenance plan price** and other payments, and to meet any other responsibilities **you** have. This will not affect the main legal responsibility **you**

have to **us**. For this clause, a holding company or subsidiary has the meaning set out in section 736 of the Company Act 1985. If **you** give up all or part of **your** interest in a holding company, division or subsidiary, **you** must tell us in writing immediately. Doing so will not reduce **your** responsibilities to us under the **agreement**.

- The parties cannot enforce the terms of the **agreement**. The Contracts (Rights of Third Parties) Act 1999 does not apply.
- VAT will be added to all payments due under the **agreement** and any schedule. This will be shown on **our** invoices.

For general questions, or to tell **us** of changes to **your** maintenance plan, contact details or address, **you** can email **us** at [autotraderleasing@emac.co.uk](mailto:autotraderleasing@emac.co.uk). Please email **us** from the email address registered on **your** maintenance plan.

## 11. Complaints

**We** hope **you** are happy with **your** maintenance plan. However, **we** understand sometimes things may go wrong.

If **you** have a complaint regarding the sale of this maintenance plan, **you** should contact the **selling agent**. If **you** have a complaint regarding the contents of this **agreement** or anything to do with the maintenance plan, **you** should contact **our** customer care team using the following contact details.

Address: Customer Care Team, EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU.

Email: [complaints@emac.co.uk](mailto:complaints@emac.co.uk)

Telephone: 0330 380 1269

**You** can read **our** complaints policy at [www.emac.co.uk/complaints/](http://www.emac.co.uk/complaints/).

If **our** customer care team is not be able to resolve **your** complaint, **you** can contact The Motor Ombudsman using the following contact details.

Website: <https://www.themotorombudsman.org/consumers/make-a-complaint>

Address: The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN

Phone: 0345 241 3008

**Making a complaint in any of the ways above does not affect your rights to legal action.**

## 12. Data protection

### Data Protection Act 2018.

**Your** personal information is handled in line with relevant data protection laws. **We** process **your** personal information as set out in **our** Privacy Notice: <https://www.emac.co.uk/emacprivacynotice/>

**We** may share the information **you** give **us**, as well as other relevant information, with **our** business partners, agents and service providers, for purposes such as customer services, providing services and financial and account admin as set out in **our** privacy notice. **We** will not share **your** information outside the UK and the European Economic Area. When **you** give **us** information about another person, **you** confirm that they have given **you** their permission to act for them and to receive any data protection notice on their behalf and have given their permission

for their personal information to be used in the ways set out in these terms and conditions. **You** have the right to ask for a copy of **your** information (**you** may have to pay a fee in line with data protection legislation) and to change any incorrect information. Phone calls to **us** may be monitored and/or recorded for staff training and security purposes and to improve the quality of **our** services.

### 13. The agreement

**Your maintenance plan is not an insurance policy, and it is not regulated by the Financial Conduct Authority (FCA). It is an agreement to provide routine maintenance inspections, servicing and repairs.**

The maintenance plan does not allow **you** to transfer responsibility for any risk to **us**. **We** do not cover any general or unidentified risk that is not specifically mentioned in this document. **We** are responsible for providing to you the benefits set out in this document; **we** do not provide any insurance cover.

The payments **you** make (maintenance plan payments) are for **maintenance inspections, servicing and repairs** provided in the circumstances set out in these terms and conditions. The amount **you** pay is based how much **we** expect providing the services set out in the **agreement** will cost. If **you** do not use any or all of the benefits of this agreement, your monthly payment will remain the same.

The benefits **we** provide under the **agreement** are limited to **maintenance inspections, servicing and repairs**. They are not intended to cover **accidental damage** or losses typically covered under a motor insurance policy.

The maintenance plan is intended to manage the expected effects of regular motoring and not the type of accidental or other damage covered by a motor insurance policy.

The **schedule**, along with these maintenance plan terms and conditions, make up **our** entire **agreement** with **you**.

Hassle-free  
motoring  
all taken care of.

**Email:** [autotraderleasing@emac.co.uk](mailto:autotraderleasing@emac.co.uk)

**Website:** [emac.co.uk](http://emac.co.uk)

**EMaC.**