

Private & Confidential

Schedule - Customer Copy

Honda Miimo Care Plan Documentation

Plan Number :	«Policy_Number»
Date :	<<Today__s>>
Dealer Code :	<<Quote_Dealer_Product.Quote.Account_External_Account_Numbe
Dealer Name :	<<Contract_Dealer_Name>>

Customer Details

Name :	«Customer_Full_Name» «Customer_Full_Name»
Address :	<<Contract_House_number>> <<Contract_House_name>>
	<<Contract_Holder_Address_1_INT>><<Contract_Holder_Address_2_INT>>
	<<Contract_Holder_City_INT>>
	<<Contract_Post_code>>

Miimo Details

Make :	«Manufacturer_Desc»
Model :	«Model_Desc»
Serial Number :	<<Contract_Serial Number>
Miimo Reg Date :	<<Quote_Dealer_Product.Quote.Vehicle_Registered_date__s>>
Hours run :	<<Contract_Hours run_at_Purchase>>
Plan Purchase Date :	<<Quote_Dealer_Product.Quote.Vehicle_Policy_sold_date__s>>

Product Details

Product	**Duration (Months)	Plan Start Date	Plan End Date	Details	Plan
Honda New Miimo Fixed Price Miimo Care Plan	<<Contract_Terms_Months_INT>>	<<Contract_Contract_Start_Date__s>>	<<Contract_Contract_End_Date__s>>	Servicing and Maintenance as detailed on the attached schedule	£«<<Contract_Total_Dealer_Cost>>»

** Service Plan Duration is based on time from the Plan Start Date and expires when all annual services have been completed as per the duration of plan selected or the Plan End Date stated on this documentation, whichever is sooner.


Exclusions

- Excludes repair or replacement of all 'if necessary' items (as per the manufacturers service schedule) including front caster ball bearing & bush, docking station boundary wire and mower charging sockets. These items will be charged in addition by the dealer carrying out the service if required.
- Excludes major repair and replacement items including front caster wheels, rear standard wheels, and obstruction sensor components. These items will be charged in addition by the dealer carrying out the service.
- Excludes home collection, Miimo charging, home delivery or winter storage services. These services can be offered at the dealer's discretion and additional charges will apply.
- Any parts or services not listed in the Service Schedule.

Important

The Honda Miimo Care Plan service is subject to the Terms and Conditions set out below.

Sincerely,

Honda (UK) signature:  -----	Customer signature: -----
Sarah Roseblade Head of Customer Division	
Date : <<Today s>>	Date:
Dealer's stamp:	Dealer signature: -----
	Date:

Private & Confidential

Schedule - Dealer Copy

Honda Miimo Care Plan Documentation

Plan Number :	«Policy_Number»
Date :	<<Today__s>>
Dealer Code :	<<Quote_Dealer_Product.Quote.Account_External_Account_Numbe
Dealer Name :	<<Contract_Dealer_Name>>

Customer Details

Name :	«Customer_Full_Name» «Customer_Full_Name»
Address :	<<Contract_House_number>> <<Contract_House_name>> <<Contract_Holder_Address_1_INT>><<Contract_Holder_Address_2_INT>> <<Contract_Holder_City_INT>> <<Contract_Post_code>>

Miimo Details

Make :	«Manufacturer_Desc»
Model :	«Model_Desc»
Serial Number :	<<Contract_Serial Nummber>>
Miimo Reg Date :	<<Quote_Dealer_Product.Quote.Vehicle_Registered_date__s>>
Hours run:	<<Contract_Hours Run_at_Purchase>>
Plan Purchase Date :	<<Quote_Dealer_Product.Quote.Vehicle_Policy_sold_date__s>>

Product Details

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Sincerely,

Honda (UK) signature: 	Customer signature:
Sarah Roseblade Head of Customer Division	
Date : <<Today s>>	Date:
Dealer's stamp:	Dealer signature:
	Date:

Honda Miimo Care Plan

HONDA

The Power of Dreams

Terms and Conditions

Should you have any queries regarding this document, please do not hesitate to contact your **Authorised Honda Dealer** or the Honda dedicated Customer Service Department on 0330 100 3406

IMPORTANT

PLEASE READ THIS DOCUMENT CAREFULLY

This document contains all details of the **Miimo Care Plan**.

These terms and conditions form the Contract between You the 'Customer' named on the **Plan Documents** and the **Miimo Care Plan** provider Honda Motor Europe Limited t/a Honda (UK), a limited company registered in England and Wales and our registered address is Cain Road, Bracknell, Berkshire, England RG12 1HL. Our company number is 00857969 and our VAT number is GB 711019584 ("**Honda**", "**we**", "**our**", "**us**").

Some words in this **Miimo Care Plan** document have special meanings, which are explained in Part 1, under the heading 'Definitions'. Whenever the words in Part 1 are shown in **bold** or with a capital letter, they have a special meaning; otherwise, they have their ordinary everyday meanings.

Nothing in these terms and conditions affects any legal rights you may have in law, such as under the Consumer Rights Act 2015, also known as "statutory rights". For more detailed information on your rights visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

These terms and conditions were last updated on: January 2024

1. DEFINITIONS

- 1.1. **AUTHORISED HONDA DEALER** – means an individual, partnership or Company authorised to provide the **Honda Miimo Care Plan** or carry out the services contained in this agreement unless we agree otherwise with You.
- 1.2. **CUSTOMER** and **YOU** – means the person whose details appear on the **Plan Documents** and schedule. Where the **Customer** is a partnership then each partner separately and all partners jointly shall be responsible for the customer's obligations under this **Miimo Care Plan**.
- 1.3. **CUSTOMER SCHEDULE** – means the schedule to which these terms and conditions are appended.
- 1.4. **HONDA ADMINISTRATION** – means TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, registered number: 1883565, authorised and regulated by the Financial Conduct Authority, FRN 312440, who administers the programme on behalf of **Honda UK**.
- 1.5. **MIIMO** – means the Customer's Miimo as detailed on the **Plan Documents** or attached letter.
- 1.6. **PLAN DOCUMENTS** – means the **Honda Miimo Care Plan Documents** including the enclosed terms and conditions which contains the **Customer** and **Miimo** details.
- 1.7. **PLAN DURATION** – means the period starting on the Plan Start Date set out in the Customer Schedule and continuing until all annual services have been completed on the Miimo (as per the duration of the plan the Customer has opted for - 1 yr, 3 yr and 5 yr options) OR the Plan End Date as defined on the Customer Schedule, whichever comes first.
- 1.8. **PLAN PRICE** – means the total cost to the Customer as set out in the section headed "Product Details" on the Customer Schedule.
- 1.9. **SCHEDULE OF WORK** and **SERVICE SCHEDULE** – means the periodic services as detailed in your Service Book and in the Customer Schedule. This Miimo Care Plan does not include the repair or replacement of any 'if necessary' items or obstruction sensor components.
- 1.10. **SERVICE** and **SERVICING** – means an annual service of the **Miimo** in accordance with the Manufacturer's standard service schedules provided within the **Service Book**.

- 1.11. **SERVICE BOOK** – means the service booklet for the Miimo provided by Honda which includes the Schedule of Work and Service Schedule. Miimo model HRM40 and HRM70 will follow the same Service Schedule as HRM310 and HRM520.
- 1.12. **MIIMO CARE PLAN** – means the **Honda Miimo Care Plan** agreement made between you the **Customer**, the **Authorised Honda Dealer** and **Honda** in respect of the **Miimo** shown on your **Plan Documents**.

2. PARTIES AND COMMENCEMENT

This **Miimo Care Plan** is between **You**, the **Authorised Honda Dealer** and **Honda**. It shall be binding on all parties only when signed by all parties and the Plan Price has been paid by **You** and received by **Honda Administration** and shall continue, subject to earlier termination in accordance with these terms and conditions, for the Plan Duration. This **Miimo Care Plan** is only available for purchase by **You** on new Miimo's purchased from 14th February 2024. The **Miimo Care Plan** can only be purchased within one calendar month of the Miimo's date of purchase. Eligible **Miimo** models are HRM310, HRM520, HRM1000, HRM1500, HRM2000, HRM3000 and HRM4000. **You** will only be able to claim a Service on the **Miimo Care Plan** no sooner than ten calendar months from Plan Start Date up until one calendar month after the Plan End Date specified. The Miimo Care Plan is based on annual Service events, one per calendar year for the duration of the Miimo Care Plan.

3. CUSTOMER'S OBLIGATIONS

The **Customer** will:

- 3.1 present to the **Authorised Honda Dealer** the appropriate **Plan Documents** prior to each Service being carried out;
- 3.2 pay the Plan Price in accordance with Part 7;
- 3.3 notify **Honda Administration** if their principal address, as shown on the Plan Documents changes;
- 3.4 notify **Honda Administration** if the registration identification for the **Miimo** or any other identification mark of the **Miimo** changes; and
- 3.5 not make, or permit to be made, any mechanical alterations or modifications to the Manufacturer's standard specification of the **Miimo** without obtaining the prior written consent of **Honda**.

4. GEOGRAPHICAL LIMITS

This **Miimo Care Plan** only covers Servicing which is carried out in the United Kingdom. For the avoidance of doubt this means Great Britain and Northern Ireland, and shall include the Channel Islands and the Isle of Man.

5. DEALER'S OBLIGATIONS

The **Authorised Honda Dealer** will:

- 5.1 carry out **Servicing** of the **Miimo** in accordance with the **Service Schedule** as soon as is reasonably practicable after being requested to do so by the **Customer** and on the **Customer** producing to the **Authorised Honda Dealer** the appropriate documentation, on condition a Service is due; and
- 5.2 submit a request for authorisation through **Honda Administration** immediately before each Service is carried out on the **Miimo**.

6. HONDA'S OBLIGATIONS

Honda will:

- 6.1 issue documentation to the **Customer** appropriate to the **Schedule of Work**. The **Plan Documents** will be printed with a **Plan Duration** which indicates the **Plan End Date**. The **Plan End Date** is the latest date on which a Service may be carried out under this **Miimo Care Plan**;
- 6.2 pay to the **Authorised Honda Dealer** the agreed cost of each Service within 30 days of a legitimate request for authorisation being made. Payment will only be made on condition that the **Plan Price** has been paid for in full. **The costs for any Servicing that is not included within the Service Schedule will be borne by the Customer**;

7. CHARGES AND PAYMENT

- 7.1. You will pay the **Plan Price** in advance of **Honda** or the **Authorised Honda Dealer** performing any of their obligations under this **Miimo Care Plan**.
- 7.2. The **Plan Price** is in British pound sterling (GBP) and includes VAT at the applicable rate.
- 7.3. All payments need to be made by cash, card or cheque to the Authorised Honda Dealer.
- 7.4. If the Miimo Care Plan is cancelled before the Plan End Date a cancellation fee of £10.60 (including VAT) will be charged.

8. ASSIGNMENT

- 8.1. The **Customer** may where the Plan Price is fully paid transfer their rights and obligations under this **Miimo Care Plan** directly to a new private owner of the **Miimo** provided that the new owner notifies **Honda Administration** of the transfer by giving written notice within 30 days of the transfer of the **Miimo** taking place. The new owner must notify Honda Administration of their name and address, the **Miimo Serial Number** and the date the **Miimo** was transferred.

Honda Administration,
Aspen Building, Floor 2,
Vantage Point Business Village,
Mitcheldean,
Gloucestershire
GL17 0AF

The transfer of the Miimo Care Plan shall be deemed to have taken place when we provide confirmation of the transfer in writing (including email).

- 8.2. For clarification, this **Miimo Care Plan**, other than by an **Authorised Honda Dealer**, cannot be transferred or assigned by way of a business that buys, sells, repairs or trades garden machinery, including where the **Miimo** is sold or traded on to a new private owner by such a business.
- 8.3. **Under no circumstances can the Miimo Care Plan be transferred to another Miimo.**

9. TERMINATION AND CANCELLATION

- 9.1. This **Miimo Care Plan** shall continue for the Plan Duration unless either **Honda** or **you** terminate the contract by a written notice of termination or suspension to the other if that other commits a serious

breach and the breach either cannot be fixed or is not fixed within 14 days of the written notice, or **you** cancel the **Miimo Care Plan** in accordance with this Part 9.

- 9.2. You are entitled to cancel this Miimo Care Plan without giving any reason at any time. Subject to Part 9.3, you shall not be entitled to a refund upon cancellation.
- 9.3. The Plan Price is only refundable in limited circumstances including: (a) where there has been a serious and unremedied breach of the Miimo Care Plan by Honda as referred to in Part 9.1; (b) the owner of the Miimo Care Plan is deceased; or (c) the Miimo to which the Miimo Care Plan relates is written off or stolen.
- 9.4. A fair and equitable refund shall be calculated by Honda, taking into account the number of Services carried out and the cost of those Services if you have had access to the Miimo Care Plan.
- 9.5. **Refunds will be made to the same payment method used to pay for the Miimo Care Plan. Nothing in these Terms affects any legal rights you may have in law, also known as "statutory rights".**

10. OUR LIABILITY TO YOU

- 10.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, the Authorised Honda Dealer and Honda are not legally liable for any losses that were not foreseeable when this agreement was formed, or any losses not caused by any breach by Honda.
- 10.2. Servicing is carried out by Authorised Honda Dealers. All responsibility for Servicing rests with the Authorised Honda Dealers and Honda is not liable for any acts or omissions of Authorised Honda Dealers.
- 10.3. If the Authorised Honda Dealer fails to comply with the terms of this agreement, the Authorised Honda Dealer is responsible for loss or damage the Customer may suffer that is a foreseeable result of the Authorised Honda Dealer breaking the terms of this agreement or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Authorised Honda Dealer and the Customer knew it might happen. If Honda fails to comply with the terms of this agreement, Honda is responsible for loss or damage the Customer may suffer that is a foreseeable result of Honda breaking the terms of this agreement or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this agreement was made, both Honda and the Customer knew it might happen.

11. COMPLAINTS

- 11.1. For complaints relating to the **Service** please contact your **Authorised Honda Dealer**
- 11.2. If you do not obtain satisfaction from Your **Authorised Honda Dealer** in regard to this **Honda Miimo Care Plan** you can contact **Honda Administration**;

Honda Servicing Customer Relations Department,

The Aspen Building (Floor 2),

Vantage Point Business Village,

Mitcheldean,

Gloucestershire

GL17 0AF

Telephone 0330 100 3406 (Monday - Friday, 9:00am - 5:00pm) or;

Email - customer.relations@assurant.com.

11.3. Should you remain dissatisfied, you can contact:

The Customer Relations Manager

**Honda Motor Europe Limited trading as Honda (UK),
Customer Relations Department,
Cain Road,
Berkshire
RG12 1HL**

Telephone: 0345 200 8000 (Monday - Friday, 9:00am - 5:00pm) or;

Email: customer.serviceuk@honda-eu.com

11.4. If you are dissatisfied with the outcome of a complaint to **Honda** concerning the **Miimo**, you may refer it to a certified Alternative Dispute Resolution (ADR) provider that we shall engage with through the ADR procedure.

12. HOW TO BOOK A SERVICE

- 12.1. Contact your nearest **Authorised Honda Dealer** and arrange an appointment for the annual **Miimo Service**
- 12.2. Take the **Miimo** to Your **Authorised Honda Dealer** on the agreed date.
- 12.3. Your **Authorised Honda Dealer** will input details of the **Miimo** Servicing requirements onto the **Honda** web Application. If the **Miimo** is within the set parameters, and the **Plan Price** has been paid for in full, then authorisation will be immediate.
- 12.4. **Servicing that is not included in the Service Schedule is not covered by this Miimo Care Plan (additional exclusions apply – please see your copy of the Schedule).**

13. YOUR PRIVACY AND PERSONAL INFORMATION

- 13.1. This Supplemental Privacy Notice ("**Supplemental Privacy Notice**") explains how Honda ("**Honda**", "**we**" or "**us**") collect and process Your personal data in connection with the **Miimo Care Plan**.
- 13.2. This Supplemental Privacy Notice supplements the Honda Privacy Notice (which is available at <https://www.honda.co.uk/general-information/privacy-policy.html>) which sets out the ways in which Honda processes your personal data when you interact with Honda (the "**Honda Privacy Notice**"). The Honda Privacy Notice also describes your data protection rights in relation to the processing activities described in this Supplemental Privacy Notice.
- 13.3. The purpose of this Supplemental Privacy Notice is to draw your attention to any processing activities which relate specifically to the **Miimo Care Plan** and to provide additional details which may not be covered by the Honda Privacy Notice.
- 13.4. Please take the time to read the Honda Privacy Notice and this Supplemental Privacy Notice, as they include important information which applies to you.
- 13.5. **What personal data we collect**
- 13.5.1. Contact Information: Full Name, Last Name, Home Address, Telephone number, Title, Gender, email address; and
- 13.5.2. Miimo Information: Vehicle Identification Number (Serial Number); and
- 13.5.3. Payment Information: Sort Code, Account Number, Bank Name
- 13.6. **How your personal data is processed**
- Your personal data is processed by:
- 13.6.1. Honda Motor Europe Limited as an independent controller; and
- 13.6.2. The Authorised Honda Dealer in order to carry out the services under the **Miimo Care Plan**; and
- 13.6.3. Honda Administration who assist Honda in administering the **Miimo Care Plan**; and
- 13.7. **Why we collect, use and store this personal data**
- 13.7.1. To allow the Honda Authorised Dealer to provide the Service and enact the **Miimo Care Plan**; and

- 13.7.2. To allow Honda Administration to assist Honda in administering the **Miimo Care Plan**; and
- 13.7.3. To contact you regarding the **Miimo Care Plan**.
- 13.8. **How we share your personal data**
Please see the Honda Privacy Notice for full details of the third parties with whom we share your personal data including Honda group companies, Honda Authorised Dealers and repairers, companies providing services under contract and other organisations.
- 13.9. **Your choices and rights**
- 13.9.1. You have certain rights in relation to your personal data, including the right to object to our use of it in some circumstances. For more information on your rights or how we use personal data, please consult the Honda Privacy Notice.
- 13.9.2. All requests to amend, update, delete, access or obtain copies of your personal data will be processed in accordance with applicable law.
- 13.9.3. Where the processing of your personal data is done with your consent, please note that you have the right to withdraw your consent at any time. If you wish to withdraw your consent, please contact us at: dpm-uk@honda-eu.com.
- 13.10. **Data Retention**
- 13.10.1. Honda will keep your details no longer than is necessary for the purpose for which it collected your personal data, as set out above and in accordance with applicable law.
- 13.10.2. Longer retention periods may apply to the extent required by law or in the event of a legal claim.
- 13.10.3. We will keep anonymised data for longer periods for the purpose of research and analysis to improve the Service.

14. GENERAL

- 14.1. In the event that the **Customer** loses any documentation the **Customer** must notify **Honda Administration** who will issue replacements upon payment by the **Customer** of an administration fee of £10.60 including VAT.
- 14.2. The **Authorised Honda Dealer** may declare void any **Miimo Care Plan** where the **Plan Documents** including the Schedule do not correctly indicate the exact **Miimo** type, model and age.
- 14.3. These terms and conditions cannot be altered or amended by any person except with the specific written endorsement of **Honda** in writing.
- 14.4. This **Miimo Care Plan** is **not** available for business customers.
- 14.5. This agreement is to be read as one document and unless otherwise specified any word or expression used with a specific meaning has the same meaning wherever it appears.
- 14.6. The **Customer** will not be entitled to any works or repairs under this agreement that are not covered within the Service Schedule.
- 14.7. We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights or our obligations under these terms and conditions.
- 14.8. Each part of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses and paragraphs of these terms and conditions will remain in full force and effect.
- 14.9. If we fail to insist that you perform any of your obligations under these terms and conditions or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.10. These terms and conditions are governed by English law. This means that your use of the **Miimo Care Plan**, and any dispute or claim arising out of or in connection with the **Miimo Care Plan** (including non-contractual disputes or claims), will be governed by the laws of England.
- 14.11. You can bring legal proceedings in respect of these terms and conditions in the English courts. If you live in Scotland you can bring legal proceedings in respect of these terms and conditions in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms and conditions in either the Northern Irish or the English courts.

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