



Honda Motorcycle - Fixed Price Service Plan for New Honda Motorcycles and Scooters.

Terms and Conditions

Should You have any queries regarding this document, please do not hesitate to contact Your Honda authorised dealer or the Honda dedicated Customer Service Department on 0330 100 3406.

IMPORTANT

PLEASE READ THIS DOCUMENT CAREFULLY

This document contains details of the Honda Motorcycle Servicing Plan.

1. DEFINITIONS

- 1.1. **AGREEMENT** – means this service plan for the Motorcycle made between the Customer and Honda, the terms and conditions of which are set out in this document
- 1.2. **APPLICATION FORM** - means the Honda Motorcycle Service Plan application form signed by the Customer that sets out the “End Date” and indicates the latest date on which Servicing may be carried out.
- 1.3. **CONFIRMATION STATEMENT** means the statement provided to the Customer by the Dealer with the Application Form which includes details of the Plan Price.
- 1.4. **CUSTOMER** - means the person, firm or company whose details appear on the Application Form. Where the customer is a partnership then each partner separately and all partners jointly shall be responsible for the Customer’s obligations under this Agreement.
- 1.5. **DEALER** – means, in most contexts, the individual, partnership or company named on the Application Form as the “Dealer” who the Customer purchased the Honda Motorcycle Service Plan from. Notwithstanding the foregoing, the Customer may choose for the Services to be carried out at any authorised Honda dealer and in such a case, references to the “Dealer” may be to the Honda authorised dealer carrying out the Services, as the context requires.
- 1.6. **GEOGRAPHICAL LIMITS** - United Kingdom (means Great Britain and Northern Ireland, and for the avoidance of doubt shall include the Channel Islands and the Isle of Man).
- 1.7. **HONDA** - means Honda Motor Europe Limited trading as Honda (UK), a company incorporated in England and Wales (company number 857969) and whose registered office is Cain Road, Bracknell, Berkshire, RG12 1HL.
- 1.8. **HONDA ADMINISTRATION** – means TWG Services Limited, a company incorporated in England and Wales (company number 01883565) and whose principal trading address is. The Aspen Building (Floor 2), Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, who administer this Agreement on behalf of Honda.
- 1.9. **MOTORCYCLE** - means the Customer’s motorcycle as detailed on the Application Form.
- 1.10. **PLAN PRICE** – means the total cost to the Customer as set out in the section headed “Product Details” on the Application Form.
- 1.11. **SCHEDULE OF WORK** - means the “**Services**” detailed in the attached Service & Maintenance Schedule which are to be carried out on the Motorcycle within the Geographical Limits.
- 1.12. **SERVICE AND SERVICING** - means the servicing of the Motorcycle as set out in the Schedule of Work.
- 1.13. **VALVE CLEARANCE CHECK** – means when included in a Service, only for the cost of checking valve clearances. Further work to carry out adjustment is not covered by this Honda Motorcycle Service Plan unless specifically added to this Agreement as an extra maintenance option.

2. PARTIES AND COMMENCEMENT

This **Agreement** is between the **Customer** and **Honda**. It shall be binding on **Honda** and the **Customer** when it has been signed by both parties and the one-off up-front payment has been received by **Honda Administration**.

3. CUSTOMER’S OBLIGATIONS

The **Customer** will:

- 3.1. Pay for the **Services** in advance by a single one-off payment as detailed in the Confirmation Statement.
- 3.2. Produce to the **Dealer** this Agreement prior to each **Service** being carried out.
- 3.3. Notify **Honda Administration** if Your principal address, as shown on the **Application Form** changes.
- 3.4. Notify **Honda Administration** if the registration plate identification or any other identification mark of the **Motorcycle** changes.
- 3.5. Not make, or permit to be made, any mechanical alterations or modifications to the manufacturer's standard specification of the **Motorcycle** without obtaining the prior written consent of **Honda**.

4. DEALER’S OBLIGATIONS

The **Dealer** will:

- 4.1. Carry out **Servicing** as soon as is reasonably practicable after being requested to do so by the **Customer**. The **Dealer** is not obliged to carry out a **Service** until the **Customer** has produced this Agreement to the **Dealer**, provided that a **Service** is due in accordance with the **Schedule of Work**.
- 4.2. Submit a request for authorisation through the Honda web application immediately before each **Schedule of Work** is carried out to the **Motorcycle**.

5. HONDA'S OBLIGATIONS

Honda will:

- 5.1. Provide the **Customer** with a copy of the **Application Form** and this **Agreement**.
- 5.2. Pay to the **Dealer** the agreed cost of each **Service** within 30 days of a claim being made.

6. ASSIGNMENT

The **Customer** may, subject to payment for the **Services** being received in full, transfer their rights and obligations under this **Agreement** to a subsequent owner of the **Motorcycle** («Fulfilment_Vehicle_Registration») provided that they give written notice of the transfer to **Honda Administration** within 30 days of the transfer stating the name and address of the subsequent owner and the date of transfer. Failure to adhere to this clause 6 may invalidate Your Agreement. There is no charge for processing valid assignments in line with this clause.

7. TERMINATION

This **Agreement** shall terminate on the earliest of the following events:

- 7.1. On the end date specified on the plan documents (start date plus duration);
- 7.2. On the **Vehicle** having received the **Schedule of Work** covered by the plan;
- 7.3. On Honda (UK) giving notice of cancellation in writing to the Customer.
- 7.4. Where the **Customer** is in breach of any of his obligations under this **Agreement**

8. CANCELLATION

If this **Agreement** is cancelled by or on behalf of the **Customer**, **NO REFUND OF THE PLAN COST IS ALLOWED**.

9. PERSONAL INFORMATION

- 9.1. Your personal data will be held and processed by Honda, Honda Administration and Your Dealer for the purpose of administering and fulfilling this Agreement. Any of Your personal information held or processed in relation to this Agreement will be held and/or processed in accordance with the Data Protection Act 1998.
- 9.2. By signing the **Application Form** the **Customer** agrees that **Honda** may use personal information relating to the **Customer** which it obtains in relation to this **Agreement** or to any of **Honda Administration's** associated companies for marketing and market research purposes relating to its or their products.
- 9.3. **The Customer may withdraw their consent under clause 9.2 at any time by writing to Honda Administration at the address stated in clause 1 (Definitions).**

10. GENERAL

- 10.1. A non returnable initial set up fee of £35.00 (including VAT) is included within the **Plan Price**.
- 10.2. In the event that the **Customer** loses their copy of this **Agreement** they must notify **Honda Administration** who will issue replacements upon payment by the **Customer** of an administration fee of £10.60 including VAT.
- 10.3. The terms and conditions of this **Agreement** cannot be altered or amended unless agreed between **Honda** and the **Customer**.
- 10.4. The mileage quoted does not guarantee the true distance covered by the **Motorcycle**, and is indicated only as a guide to when **Servicing** is due. Failure to maintain the odometer (mileage recorder) in working order or disconnecting it or tampering with it will invalidate this **Agreement**. Any change of odometer (mileage recorder) must be notified to **Honda** with the new mileage reading within 9 days of a change in odometer, by recorded delivery or registered post.

11. HOW TO BOOK A SERVICE

- 11.1. Take the **Motorcycle** to the **Dealer** and provide the service manager with a copy of this **Agreement**.
- 11.2. The **Dealer** will input details of the **Servicing** onto the Honda web application. If the **Motorcycle** is within the set parameters (the earlier of 30 days or 750 miles of a Service being due), then authorisation will be within 1 hour. If, for some reason, it is not possible for the **Dealer** to input the details on the Honda web application, they may contact the Honda Servicing Department on 0330 100 3406 to obtain authority to proceed with the **Schedule of Work**.

SERVICING MAY NOT COMMENCE WITHOUT AN AUTHORITY NUMBER

12. COMPLAINTS AND CONCILIATION

- 12.1. In the unlikely event of a dispute occurring, You should first address any complaint to **Dealer**.
- 12.2. If You do not obtain satisfaction from the **Dealer**, You can refer the matter in writing to:
Honda Servicing Customer Relations Department,
The Aspen Building (Floor 2), Vantage Point Business Village, Mitcheldean, Gloucestershire. GL17 0AF

Should You remain dissatisfied, You can approach:

The Customer Relations Manager at Honda (UK) for assistance by writing to:

Honda (UK)
Customer Relations Department
Cain Road, Bracknell, Berkshire RG12 1HL

Or

The Consumer Affairs Officer at the SMMT for assistance by contacting:

The Society of Motor Manufacturers and Traders,
71 Great Peter Street
London
SW1P 2BN