

TOYOTA (GB) PLC (LEXUS UK)

TERMS AND CONDITIONS FOR LEXUS SERVICE TODAY PLAN

** Please note, due to differing requirements for MOT fulfilment by the DSA in Northern Ireland MOTs are not included in Service Plan 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. **“Additional Option(s)”** means one (1) MOT* and/or one (1) year Lexus Roadside Assistance.
- b. **“Approved Vehicle”** means any Lexus vehicle.
- c. **“Accelerated Payment”** means any payment required by the Authorised Dealer in order for the Balance (plus any available Promotional Contribution) to meet the relevant Service Cost at the time the Vehicle is presented for service, pursuant to clause 13.
- d. **“Authorised Repairer”** means a motor vehicle repairer located in the United Kingdom, the Isle of Man or the Channel Islands who has been authorised by Lexus to undertake servicing, repair and maintenance work.
- e. **“Authorised Representative”** means any employee or authorised agent of the Authorised Repairer who is authorised to offer or adjust Service Plan products within the Service Plan Providers portal.
- f. **“Balance”** means the sum paid by the Customer at any time towards the Total Payment, less any Service Cost(s). For the avoidance of doubt, this excludes any Promotional Contribution.
- g. **“Cancellation Fee”** means the sum payable by the Customer in respect of costs incurred in the event of early termination of the Contract. The Cancellation Fee is subject to VAT at the standard rate in effect at the date of cancellation.
- h. **“Contract”** means this contract between the Customer, Toyota (GB) PLC (Lexus) and the Authorised Repairer whereby the Authorised Repairer agrees to provide the Services subject always to these Terms and Conditions.
- i. **“Customer”, “You” or “Your”** means the owner and registered keeper of the vehicle as named on the front page of this Contract for whom the Authorised Repairer has agreed to perform the Services.
- j. **“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.
- k. **“Existing Lexus Service Plan”** means any Lexus service plan which is current active on the Vehicle.
- l. **“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 Lexus recommend for replacement every two years.
- m. **“Intermediate Service”** means a variety of maintenance checks to keep Your Vehicle healthy and roadworthy including a complete oil change.
- n. **“Payments” or “Repayments”** means the monies payable by the Customer or the Payment Facility Provider towards the Total Payment, from time to time in accordance with the Repayment Scheme.
- o. **“Payment Facility Provider”** means Payment Assist Limited with the registered office Pera Business Park, Nottingham Road, Melton Mowbray, England, LE13 0PB. We reserve the right to change the appointed Payment Facility Provider at any time, and We will write to inform you prior to such a change.
- p. **“Party” or “Parties”** means the Customer and Lexus.
- q. **“Products” or “Package”** means the provisions of the Servicing and optionally if selected MOT, and Lexus Roadside Assistance.
- r. **“Promotional Contribution”** means a sum payable by Authorised Repairer or Lexustowards the Total Payment.

- s. “**Repayment Scheme**” means the facility offered to the Customer via the Payment Facility Provider to pay the Total Payment with the Customer making monthly repayments to the Payment Facility Provider as specified in the Contract entered into between the Customer and the Payment Facility Provider.
- t. “**Service(s)**” means the routine maintenance services described as Intermediate Service and Full Service.
- u. “**Service Cost**” means the cost of the parts and labour incurred by the Authorised Repairer in the provision of the Services on behalf of Lexus to You.
- v. “**Service Plan Provider**” means EMaC Limited (Company Number 3158541), whose registered office is Bembridge House, 1300 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire, PO15 7AE.
- w. “**Service Specification**” means the service and maintenance intervals outlined in the vehicle handbook.
- x. “**Lexus**” means Toyota (GB) PLC
- y. “**United Kingdom**” means England, Scotland, Wales, Northern Ireland, the Channel Islands, and the Isle of Man.
- z. “**Total Payment**” means the total sum payable by the Customer pursuant to this Contract as specified overleaf, as varied by changes to VAT (if any).
- aa. “**Vehicle**” means the motor vehicle which you are the registered keeper of, or nominated by the registered keeper to have custody and use of the Vehicle more fully described on the front page of this Contract, and the benefit of the Lexus Service Plan package.
- bb. “**We**”, “**us**” or “**Our**” means Toyota (GB) PLC t/a Lexus (UK) , Great Burgh, Epsom, KT18 5UX

1.2. **Interpretation.**

In these Conditions, the following rules apply:

- 1.2.1. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.2. 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
- 1.2.3. A reference to **writing** or **written** excludes fax but includes e-mail unless stated otherwise.

2. **Product Details**

- 2.1. The Service Today Plan (“**Service Plan**”) is designed to be used by owners of Approved Vehicles that have a Service due and do not have an Existing Lexus Service Plan in place. The Service Plan supports the Customer to cover the costs of the Service due now as this will be paid for by the Payment Facility Provider and the Customer will repay the costs of that Service and the Vehicle’s next recommended Service, as outlined in the Service Specification, over the upcoming (eleven) 11-month period.

- 2.2. The Service Plan for car passenger vehicles is a one (1) year Contract that includes one (1) Full Service and one (1) Intermediary Service. The order of these services will be determined by the Vehicle Service Specification.

3. **Servicing**

- 3.1.1. 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.
- 3.1.2. The services included in this Service Plan does not include additional maintenance or repair work (e.g. tyres and brake pads).

- 3.1.3. Services are redeemable at any Authorised Repairer in the United Kingdom in accordance with Lexus guidelines and schedule.
- 3.1.4. For more information on servicing, please refer to: [Lexus Service, MOT and Repairs | Lexus Owners | Lexus UK](#)

4. **Additional Options (if selected)**

- 4.1. Additional Options are available to be added to your Service Plan which include the option of adding one (1) MOT and/or one (1) year Lexus Roadside Assistance. There will be an additional charge for any Additional Options selected.

Lexus Roadside Assistance

- 4.2. This Additional Option includes one (1) year of Lexus Roadside Assistance. This will be applied and activated automatically to your Vehicle. It does not require any additional action on your part once this option is selected.
- 4.3. 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 [24/7 Lexus Roadside Assistance Across Europe | Lexus UK](#). We may change Our cover provider from time to time. You will be notified in advance of any changes taking place.

MOT*

- 4.4. 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.
- 4.5. You can add one (1) MOT* as an Additional Option to the Service Plan which is redeemable at any Authorised Lexus Repairer in the United Kingdom and excludes the cost of any required repairs.

5. **Customer Obligations**

- 5.1. It is the Customer's obligation to arrange for the Services to be carried out when due.
 - 5.1.1. This obligation stands regardless of whether the payments made to date under the Contract are sufficient to pay for the cost of the Service.
 - 5.1.2. In the event of the following circumstances, the Customer may be required to make an Accelerated Payment before they can redeem a scheduled Service:
 - (a) The Customer fails to make any Payments under this Service Plan; or
 - (b) When redeeming any of the Services in the Service Plan, the Balance does not cover the entire cost of the Service.

In either case, the value of the Accelerated Payment required is the difference between the RRP value of the Service to be redeemed and the balance of the Service Plan. Your local Authorised Repairer is able to advise you of this amount.

- 5.1.3. The Customer is reminded that if the Vehicle is still covered by the contractual warranty which came into force on the first registration, then the continuing validity of such warranty may be affected if the Vehicle is not serviced at the time and mileage intervals appropriate to

it. The Customer is strongly advised to refer to the Service Specification for further information.

5.1.4. For further information, the Customer should see the Service Specification. In the event of an inconsistency between the terms of this Contract and the service handbook regarding when a service is due, the service handbook takes precedence.

6. Total Payment

6.1. The Total Payment made by You covers the Services outlined in clause 2, and any Additional Options You may have chosen.

6.2. Failure by You to make the Repayments to the Payment Facility Provider in accordance with Your Contract with them shall entitle the Authorised Repairer or Lexus to terminate this Contract and the Authorised Repairer's and/or Lexus' obligations under the Contract shall cease immediately. Any monies standing to the Customer's credit will be applied to the payment of any outstanding Service Costs owed to the Authorised Repairer. In the event that the Service Cost benefit received by the Customer prior to such termination exceeds the payments made by the Customer, the Customer shall remain liable for the outstanding amount and shall make immediate Payment to the Payment Facility Provider of any Balance due.

6.3. Any Payments due pursuant to the Total Payment have been calculated on the basis of the Service(s) occurring at the time intervals specified in the Service Specification.

6.4. The Payment Facility Provider reserves the right to require an Accelerated Payment from the Customer in the event of the Vehicle being presented for a Service earlier than the time interval specified in the Service Specification or the mileage exceeding the Manufacturer's recommended service interval mileage. Any such Accelerated Payment will be requested by the Payment Facility Provider at the time the Vehicle is presented for a Service but will not affect the amount of the Total Payment (and so the amount of each of the remaining Payments will then be reduced to reflect the Accelerated Payment).

6.5. If no Additional Options are included on the Service Plan, the Accelerated Payment would be the remaining balance of the Service Plan.

6.6. If Additional Options were included on the Service Plan, the Accelerated Payment would be the difference between the RRP value of the Service to be redeemed and the balance of the Service Plan. The Payment Facility Provider will provide a confirmation letter of the new monthly repayments to take into account the Accelerated Payment.

6.7. This Contract only obliges the Authorised Repairer to provide Services up to the value of payments made to date under the Contract. The cost of the first Service shall be provided by the Payment Facility Provider to the Authorised Repairer with the Total Costs being repaid over a period of no more than 11 months as agreed between You and the Payment Facility Provider.

6.8. Any Payments due pursuant to the Repayment Scheme have been calculated using the current rates of VAT. If the rate of VAT should change, the Service Plan Provider/Payment Facility Provider will adjust the Total Payment and Payments due pursuant to the Repayment Scheme and/or any Accelerated Payment to reflect the new rate of VAT, and the Customer agrees to pay the adjusted payments.

6.9. Any additional work carried out and/or materials supplied by the Authorised Repairer not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Vehicle.

7. Repayments

7.1. The Customer agrees to make all Repayments to the Payment Facility Provider as they fall due for payment as may be specified on Your Contract with the Payment Facility Provider.

7.2. You may ask the Payment Facility Provider to change your monthly Repayment date by notifying them of the new date at least five business days before the change takes effect.

8. Payment Administrations

8.1. The Customer acknowledges that the Payment Facility Provider is entitled to collect all or part of the Total Payment and shall be responsible for making payments on behalf of the Customer in connection with this Service Plan. Furthermore, the Parties acknowledge that financial responsibility for sums payable through the Repayment Scheme towards the Total Payment lies with the Payment Facility Provider.

8.2. By entering into this Contract you are agreeing to enter into a direct agreement with the Payment Facility Provider on the terms appended to this Contract to cover the cost of the first Service and the Payments towards the second Service and any other Additional Options that may have been selected.

9. Liability

9.1. The Authorised Repairer's liability in respect of the Service is limited to providing vehicle servicing in accordance with the Service Specification.

9.2. The Service Provider shall not be liable to You in contract, tort or otherwise, including any liability for negligence or for any loss of revenue, business, time, opportunity, data, anticipated savings or profits or for any indirect or consequential loss howsoever arising.

9.3. Except as expressly set out in this Contract, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby wholly excluded.

10. Termination by the Authorised Repairer

10.1. The Authorised Repairer's obligations under the Contract will cease once all the Services have been provided to the Service Specification or the Customer or Authorised Repairer cancels the Contract.

11. Termination by the Customer

11.1. If the Customer wishes to terminate this Contract within 14 days and prior to any Services being provided then the Customer will be refunded all monies paid, including any Deposit Payment but excluding any Promotional Contribution.

11.2. If the Customer wishes to terminate this Contract within 14 days and Services have been provided, the Customer will be refunded the Balance once the cost of the Service has been deducted. 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 to the Payment Facility Provider of an amount to return the Balance to zero.

11.3. If You wish to exercise Your right to terminate or cancel, You should contact the Service Plan Provider and speak to a Customer Services Representative or email them. The appropriate contact

information is set out in clause 12 of this Contract. The Customer Services Representative will be able to advise You of the relevant Cancellation Fee associated with the early termination of this Contract.

12. Transfers

12.1. The Repayment Scheme associated with this Contract prevents the possibility of transferring the Balance to a new contract or owner. Any requests to transfer the Balance shall be treated in the same manner as a request to terminate the Contract by the Customer.

12.2. The Customer will be notified by the Service Plan Provider of any change in writing.

13. Contact Details

13.1. If You wish to contact Us about the delivery of any of the Products within this Service Plan 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.

13.1.1. Toyota (GB) PLC (Lexus UK)

- (a) By phone: 0344 701 6202
- (b) By email: [Contact Us | Help Centre | Lexus UK](#)
- (c) In writing: Customer Services, Toyota (GB) PLC, Great Burgh, Epsom, KT18 5UX

13.1.2. 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

14. Authorised Repairer's Standard Terms and Conditions

14.1. The Authorised Repairer's Standard Terms and Conditions (a copy of which is available on request) shall apply to all vehicle servicing work carried out by the Authorised Repairer pursuant to this Contract.

15. Use of your personal data

15.1. For the purposes of the Data Protection Act 2018, the Data Controller in relation to 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 first obtaining Our consent. When you have given the Service Plan Provider 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.

15.2. For full details on Lexus' Privacy Policy, please refer to: <https://www.toyota.co.uk/footer/privacy-policy>

15.3. We or the Service Plan Provider may send You SMS text messages when we consider it appropriate containing administrative information about your Service Plan. You can ask us to stop sending these messages at any time.

15.4. The Service Plan Provider may share information on the mileage and anonymised service data regarding Your plan with third party motor data providers.

16. **Telephone Calls**

16.1. We and the relevant Providers may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that is provided.

17. **Governing law**

17.1. These terms and Conditions are governed by and shall be interpreted according to the laws of England and Wales. Each Party agrees 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.

18. **Force majeure**

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

19. **Notices**

19.1. All notices, agreements and consents given to a Party under or in connection with this Contract shall be in writing. Notices shall be sent to the address given in this Contract 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 address) 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).

20. **Severance and illegality**

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

21. **Waiver**

21.1. 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.

22. **Dispute Resolution**

22.1. The Parties shall attempt, in good faith, to resolve any disputes by negotiation.

22.2. 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.

22.3. If the Parties do not resolve the dispute in the course of mediation either Party may commence court proceedings in relation of their legal rights under this Contract.