

# SERVICE CONTRACT TERMS AND CONDITIONS

## 1 Article 1 Definitions

1.1 In these terms and conditions the following words and phrases shall where the context so admits or requires have the meanings set out opposite them:

“**Agreement**” means the agreement between Peugeot and you, consisting of the Schedule and these terms and conditions;

“**Authorised Repairer**” means a member of the Peugeot authorised repairer network in the UK or in any other country in the Territory;

“**Commencement Date**” means the commencement date shown in Part 3 of the Schedule;

“**Expiry Date**” means the expiry date shown in Part 3 of the Schedule;

“**Fair wear and tear**” means a degree of wear which in the unfettered opinion of Peugeot is reasonably commensurate with the mileage of the Vehicle but excluding accidental damage (such as cracked or chipped headlamps) or wear arising (or in the unfettered opinion of Peugeot likely to have arisen) as a result of abuse or inappropriate driving techniques (such as riding the clutch);

“**Manufacturer**” means Automobiles Peugeot SA;

“**Schedule**” means the schedule overleaf signed by you and on behalf of Peugeot;

“**Services**” means any or all of the services appropriate to the Service Level selected by you and specified in Part 3 of the Schedule together with any or all of the services appropriate to the Options (if any) selected by you and specified in Part 3 of the Schedule which Peugeot agrees to provide to you in respect of the Vehicle

“**Territory**” means the countries comprised in the European Union together with the Azores, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Kosovo, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and the Vatican;

“**Vehicle**” means the vehicle details of which are set out in Part 2 of the Schedule;

“**you**” means the customer whose name and address are set out in Part 1 of the Schedule

1.2 Words in the singular incorporate the plural and vice versa and words in one gender incorporate all genders. Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

1.3 Article headings are for convenience only and shall not affect the interpretation of these terms and conditions.

## 2 Article 2 Duration

2.1 This Agreement will continue until the Expiry Date or unless terminated earlier in accordance with Article 8

2.2 No breakdown or malfunction of any kind nor the carrying out of any of the operations referred to in Articles 3 or 4 nor any delay or failure in carrying out any of such operations shall have the effect of extending the duration of this Agreement, even if the Vehicle is unavailable for use by you as a consequence thereof.

## 3 ARTICLE 3 BENEFITS

### SERVICE LEVEL 1 (PEUGEOT ASSISTANCE)

Peugeot Assistance, our breakdown assistance service for the duration of a two or three year contract period and for the first three years of a contract period longer than three years. This service is available every minute of the day and night; 365 days of the year, and includes;

- Peugeot Assistance from Home
- Peugeot Roadside Assistance
- Peugeot Recovery
- Peugeot Onward Travel
- Peugeot European Cover

For assistance in the UK ring 0800 294 0294

For assistance in Europe call one of the following numbers:  
00 800 33 22 88 77  
00 33 825 8789 83  
00 33 472 171 205

While the Peugeot Assistance programme aims to provide you with peace of mind motoring, it only provides assistance in relation to manufacturer based or mechanical faults on your PEUGEOT. It does not provide cover for certain non-vehicle faults such as:

- The use of incorrect fuel, or lack of fuel,
- Wheel changes, punctured tyres,
- Instances where keys have been locked inside the vehicle, lost or stolen,

In these circumstances we will arrange assistance if requested, but the responsibility for paying for assistance remains with you or the nominated driver. Should you wish to purchase cover to protect you against these non-vehicle fault incidents, you may do so by calling 0844 573 8050

Details of the benefits of Peugeot Assistance are provided on [www.peugeot.co.uk](http://www.peugeot.co.uk)

Peugeot Assistance details above are high level information only. For precise details of cover and exclusions and a full set of terms & conditions, please contact Peugeot Customer Care Centre on 0845 200 2500 or email [customercare@peugeot.com](mailto:customercare@peugeot.com)

### SERVICE LEVEL 2 (OPTIWAY SERVICE PLAN)

1. Service Level 1 benefits; plus
2. The scheduled normal (non-arduous) servicing requirements of the Vehicle (other than interim service recommendations) as defined by the Manufacturer and falling due between the Commencement Date and the Expiry Date, to include parts the replacement of which is expressly provided for by the Manufacturer in the appropriate servicing schedule (including pollen filters), and including also brake fluid and engine oil if replaced at the intervals stipulated by the Manufacturer, together with all associated labour costs. Wear parts are excluded. The scheduled arduous conditions servicing requirements of the Vehicle as defined by the Manufacturer are excluded.
3. The interim service recommendation as defined by the Manufacturer and falling due between the Commencement Date and the Expiry Date, to include parts the replacement of which is expressly provided for by the Manufacturer (including engine oil & oil filter) if replaced at the intervals recommended by the Manufacturer, together with all associated labour costs. Wear parts are excluded.  
The interim service is only in the Agreement if recommended by the Manufacturer based on the total mileage chosen by you.  
The interim service is excluded where the vehicle is on an annual Scheduled Service Interval.  
The interim service is excluded if you are not considered by Peugeot to be a retail customer.
4. The exterior of the Vehicle will be washed whenever the Vehicle is serviced

### SERVICE LEVEL 3 (OPTIWAY SERVICE & MAINTENANCE PLAN)

1. Service Level 1 benefits; plus
2. Service Level 2 benefits; plus
3. The replacement of Vehicle parts (and all associated labour costs) necessary as a result of fair wear and tear where such replacement is required between the Commencement Date and the Expiry Date. Wear parts include brake pads, brake discs, clutches, shock absorbers, windscreen wipers, batteries, bulbs and silencer exhausts. Tyres and windscreens are excluded.

All parts replaced under Service Levels 2 or 3 shall become the property of Peugeot.

## 4 Article 4 Options

### OPTION 1 - MOT TEST

Payment of the original MOT test fee. The cost of any work necessary to ensure that the Vehicle passes its MOT test, either at the first or at any subsequent attempt, is not included.

### OPTION 2 – COURTESY LOAN VEHICLE FOR THE DAY

The loan of a replacement vehicle during one day on each occasion that the Vehicle is undergoing servicing, maintenance or repair covered by this Agreement. Subject to availability, the replacement vehicle will be of a rental class equivalent to that of the Vehicle (but not necessarily having the same options as the Vehicle) but in the absence of an equivalent vehicle may be of a lower rental class. To take advantage of this Option 2 you must book the Vehicle in not less than three working days in advance and must specify at the time of booking that a courtesy loan vehicle is required. Insurance arrangements will be as agreed with the Authorised Repairer concerned.

### OPTION 3 – TYRES

The replacement of the Vehicle's tyres (with associated wheel balancing) when at or close to the legal minimum required tread depth and extent as a result of fair wear and tear. The replacement of tyres as a result of a puncture, kerbing, flexing or sidewalling is not covered, except for Peugeot Contract Hire small business customers where punctures will be covered. The replacement of tyres within the first six months following the Commencement Date is not covered.

### OPTION 4 – COURTESY LOAN VEHICLE – MORE THAN ONE DAY

(Fleet Customers Only)

**Either**

#### OPTION 4A

The loan of a replacement vehicle during the whole of such time that the Vehicle is off the road as a result of accident or breakdown. Subject to availability, the replacement vehicle will be of a rental class equivalent to that of the Vehicle (but not necessarily having the same options as the Vehicle) but in the absence of an equivalent vehicle may be of a lower rental class. Insurance arrangements will be as agreed with the Authorised Repairer concerned.

**or**

#### OPTION 4B

The loan of a replacement vehicle during the whole of such time (other than the first 24 hours) that the Vehicle is off the road as a result of accident or breakdown. Subject to availability, the replacement vehicle will be of a rental class equivalent to that of the Vehicle (but not necessarily having the same options as the Vehicle) but in the absence of an equivalent vehicle may be of a lower rental class. Insurance arrangements will be as agreed with the Authorised Repairer concerned.

### OPTION 5 – ARDUOUS CONDITIONS SERVICING

(Fleet Customers only)

The scheduled arduous conditions servicing requirements of the Vehicle as defined by the Manufacturer and falling due between the Commencement Date and the Expiry Date, to include parts the replacement of which is expressly provided for by the Manufacturer in the appropriate servicing schedule (including pollen filters), and including also brake fluid and engine oil if replaced at the intervals stipulated by the Manufacturer, together with all associated labour costs

## 5 Article 5 Exclusions

The following are excluded from the benefits provided under all Service Levels and all Options;

- 5.1 The fitting, replacement, maintenance or repair of all accessories or modified or converted parts including dealer fitted options together with any repair or replacement of any part necessitated by the functioning or malfunctioning of such accessory or modified or converted part;
- 5.2 Repair or replacement of parts and associated labour costs arising as a result of work carried out previously on the Vehicle by someone who was not at the time an Authorised Repairer;
- 5.3 The repair or replacement of parts and associated labour costs arising from the operation or malfunction of any fuel additive;
- 5.4 Repairs to bodywork, paintwork or to the interior of the Vehicle including (without prejudice to the generality of the foregoing) cleaning, repair or replacement of upholstery, interior trim or leather work;
- 5.5 Any work relating to the prevention or making good of corrosion, including work in connection with the anti perforation warranty;
- 5.6 The breaking, cracking, chipping or deterioration of glass (including lights and rear-view and wing mirrors);
- 5.7 The loss of keys, plips, plip key batteries or hub caps;
- 5.8 Loss or damage caused by accident or other mishap, theft, attempted theft, fire, vandalism or floods or other similar acts of God;
- 5.9 The consequences of negligence or misuse on the part of the operator of the Vehicle (including, without prejudice to the generality of the foregoing, overloading, informal or formal racing) or of failure to comply with the Manufacturer's scheduled servicing requirements or of failure to comply with the instructions in the driver's handbook;
- 5.10 Additional screen wash required between scheduled services;
- 5.11 The investigation of unspecified rattles and other noises;
- 5.12 Wheel tracking;
- 5.13 Changes necessary to bring the Vehicle into conformity with legislation taking effect after the date on which the Vehicle was registered as new in the UK (as shown in Part 2 of the Schedule);

- 5.14 All running costs of the Vehicle (including fuel) and all associated costs such as tolls, parking, fines and insurance;
- 5.15 The cost of updating any satellite navigation system or of recharging any perfume dispenser;
- 5.16 All monetary or other claims in respect of any expenses or additional costs incurred or in respect of any loss of use;
- 5.17 Any benefit or right not expressly provided for in this Agreement;
- 5.18 Any other service work outside of the scheduled routine service and interim service.

## 6 ARTICLE 6 SERVICES

- 6.1 To obtain the Services, you may take the Vehicle to any Authorised Repairer which will provide the Services in respect of the Vehicle. However, if you have chosen Option 1 and wish to have an MOT test then you must take the Vehicle to an Authorised Repairer which is an MOT Station;
- 6.2 The Services will be provided free of additional charge to you by Authorised Repairers situated in Austria, Belgium, France, Germany, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Portugal, San-Marino, Spain, Switzerland and the UK;
- 6.3 In the case of Services provided by Authorised Repairers situated other than in those countries specified in Article 6.2 above you will be required to pay the Authorised Repairer for such Services and to obtain reimbursement thereof from Peugeot;
- 6.4 To obtain reimbursement in accordance with 6.3 above you should send the original invoice (duly receipted to show that payment has been made) to Peugeot at the address shown on the Schedule. The amount expended by you in currencies other than pounds sterling will be reimbursed by reference to the exchange rate applied by Peugeot in its internal treasury transactions on the day of payment.

## 7 Article 7 Price and Payment

- 7.1 You agree to pay the total amount due set out in part 4 of the Schedule;
- 7.2 Payment of the total amount due (together with VAT at the rate from time to time in force) will be made **either** in full to your Peugeot dealer on signature of the Schedule by you **or** by monthly payments of the amount shown in part 4 of the Schedule by direct debit to Banque PSA Finance;
- 7.3 In the event of any monthly payment being overdue for whatever reason then interest will be due and payable at the rate of 4 % above HSBC Bank PLC base rate for the time being in force on the amount of such payment from the due date until the date on which payment in full is received in cleared funds by Banque PSA Finance. During such time as any monthly payment due in accordance with part 4 of the Schedule is overdue for payment (for whatever reason) all obligations of Peugeot under this Agreement shall be suspended and you shall not be entitled to obtain services appropriate to the Service Level and Options (if any) specified in the Schedule.
- 7.4 The monthly payments are calculated on the basis that you will not exceed the Allowed Mileage at any point during the continuance of this Agreement. Accordingly, if at any time the total recorded mileage of the Vehicle exceeds the aggregate of the Initial Recorded Mileage and the Allowed Mileage (calculated on a daily basis at the rate stated in the Schedule between the Commencement Date and the date of such calculation) [by more than 10%] then Peugeot will be entitled to estimate the excess mileage that will be travelled by the Vehicle during the term of this Agreement and to give you notice to increase the monthly payments by such figure as Peugeot reasonably considers necessary to cover the increased cost to Peugeot of providing services during the term of this Agreement resulting from such excess mileage.

## 8 Article 8 Early Termination

- 8.1 Either party may by notice to the other forthwith terminate this Agreement in the event of material or persistent breach by the other of any of the terms of this Agreement and (where such breach is in the opinion of the innocent party capable of remedy) the party in breach fails to remedy such breach in the manner and in the time period (being not less than 14 days) specified by the innocent party in a notice to the party in breach identifying the breach and the required remedy;
- 8.2 You may terminate this Agreement on a date being not less than:
  - 8.2.1 14 days after the date on which Peugeot receive written notice from you that any of the following events has occurred:
    - If you cease to be both the owner and the registered keeper of the Vehicle;
    - If the Vehicle is written off;
    - If the Vehicle is stolen and is not recovered within 30 days following notification of the theft to the Police;

- If the Vehicle is exported from the United Kingdom and/or ceases to be registered in the United Kingdom.

If Peugeot request you to do so within that 14 day period, you will provide such evidence that such event has occurred as Peugeot reasonably require and this Agreement will not terminate until you have done so.

- 8.2.2 3 months after the date on which Peugeot receive written notice from you to terminate the Agreement.

## **9 Article 9 Notices**

- 9.1 Any notices required to be served under this Agreement shall be in writing served on the other at the appropriate address set out in part 1 of the Schedule or such other address as Peugeot may subsequently have notified to you or you to Peugeot for that purpose;
- 9.2 To be effective a notice shall be served either in person or by sending it by first class pre-paid special delivery post. If delivered in person the notice shall be deemed served on the date of delivery and if delivered by first class pre-paid special delivery post shall be deemed delivered on the first business day following the date of posting.

## **10 Article 10 Assignment**

- 10.1 This Agreement is personal to you. However, if you request we may (but will not be bound to) agree to transfer all of your rights and obligations under it to a subsequent owner of the Vehicle if you sell the Vehicle during the term of the Agreement;

- 10.2 Peugeot may transfer or assign any of its rights or obligations under this Agreement to any third party without your consent, but shall notify you within 14 days thereof if it does so;

- 10.3 Banque PSA Finance UK will collect the monthly payments due from you in accordance with the provisions of part 4 of the Schedule and may as agent for Peugeot enforce any of your payment obligations under this Agreement. Subject only to that, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement (but this does not affect any right or remedy of a third party which exists or is available apart from that Act).

## **11 Article 11 Force Majeure**

Peugeot shall not be liable to you for any failure by an Authorised Repairer to provide or any delay in providing any Services where such failure or delay is due to or substantially a result of any circumstance outside the reasonable control of that Authorised Repairer (including, without prejudice to the generality of the foregoing, industrial action, shortage of spare parts, governmental regulation, or fire, flood or other act of God).

## **12 Article 12 Jurisdiction and Applicable Law**

This Agreement is subject to the laws of England and both you and Peugeot submit to the jurisdiction of the English Courts.

