



CUPRA SERVICE PLAN CONTRACT.



CUPRA SERVICE PLAN CONTRACT.

TERMS AND CONDITIONS

1. THESE TERMS AND CONDITIONS

- 1.1 These Terms and Conditions apply to the Service Plan supplied by the Importer to the Customer named herein (“you” and “your”) in respect of the CUPRA vehicle described herein (your “vehicle”).
- 1.2 Please read these Terms and Conditions carefully, together with your vehicle owner’s manual.

2. SERVICE PLAN

- 2.1 Your vehicle’s Service Plan is as selected at the time of purchase.
- 2.2 Your vehicle’s Service Plan runs from the date of your vehicle’s first registration.

3. SERVICE PLAN INTERVAL

- 3.1 Your vehicle must be serviced every 15,000km or 12 months, whichever occurs first. In normal operation this generally means a yearly service. Your vehicle will remind you of an upcoming service via the Driver Information Display in the instrument cluster.

4. SERVICE PLAN CONDITIONS

- 4.1 Your vehicle’s Service Plan is conditional upon:
 - (a) your vehicle having been serviced, maintained and operated in accordance with your vehicle’s recommended service schedule, your vehicle owner’s manual, any other specifications, guidelines and instructions of the manufacturer, and these Terms and Conditions (if applicable); and
 - (b) all service work on your vehicle under your vehicle’s Service Plan being carried at the required time or distance intervals in clause 3.1 by a New Zealand approved CUPRA Service Centre located here.

5. SERVICE PLAN INCLUSIONS

- 5.1 In relation to your vehicle, your vehicle’s Service Plan covers the cost of:
 - (a) parts and fluids, the exact nature of which depend on your vehicle and your vehicle’s recommended service schedule as supplied by the manufacturer, but which typically include engine oil and filter, pollen filter, brake fluid, spark plugs, air filter, drivetrain oils and filters, and windscreen washer fluid top up;
 - (b) a full electronic diagnostic inspection and installation of any software updates available for your vehicle; and
 - (c) labour required in connection with clauses 5.1(a) or (b).

6. SERVICE PLAN EXCLUSIONS

- 6.1 Your vehicle's Service Plan does not include:
- (a) items that are deemed by the manufacturer to be consumables and/or subject to wear and tear such as, but not limited to:
 - (i) wiper blades, brake pads, brake discs and clutch linings;
 - (ii) tyres;
 - (b) tyre rotation and balancing or wheel alignment when required;
 - (c) fluids and additives not specified in your vehicle's recommended service schedule, for example AdBlue replenishment;
 - (d) any Warrant of Fitness;
 - (e) navigation software updates;
 - (f) items or labour required due to:
 - (i) modifications to your vehicle's original specifications;
 - (ii) misuse or abuse of your vehicle;
 - (iii) your vehicle not being driven in accordance with your owner's manual or the manufacturer's specifications, guidelines and instructions;
 - (g) work not carried out by an approved CUPRA Service Centre;
 - (h) any other items not included in your vehicle's recommended service schedule.

7. CANCELLATION

- 7.1 The Importer may cancel your Service Plan where it reasonably considers that your vehicle's odometer has been tampered with or modified.

8. YOUR OTHER RESPONSIBILITIES

- 8.1 In addition to your obligations under these Terms and Conditions, you are responsible for:
- (a) the cost of anything outside of the scope of clause 5;
 - (b) performing regular maintenance checks on your vehicle, in accordance with your owner's manual, for example in respect of fluid level checks and tyre pressures;
 - (c) when booking a service for your vehicle, notifying the approved CUPRA Service Centre of your vehicle's Service Plan;
 - (d) keeping a copy of your Service Plan with your vehicle so that you can present it to the approved CUPRA Service Centre carrying out a service on your vehicle.

9. SERVICE PLAN TRANSFERABLE

- 9.1 If you sell your vehicle, your vehicle's Service Plan transfers with your vehicle to the new owner on these Terms and Conditions subject to you notifying the new owner of the same and handing over the Service Plan documentation to the new owner at the point of sale.

10. CONSUMER GUARANTEES ACT 1993 (“CGA”)

- 10.1 For the purposes of these Terms and Conditions, if you are “in trade” within the meaning of the CGA and are acquiring the services which comprise the Service Plan in trade (within the meaning of the CGA), the provisions of the CGA shall not apply, to the fullest extent permitted by the CGA.
- 10.2 Nothing in these Terms and Conditions shall be treated as affecting or is intended to have the effect of contracting out of the provisions of the CGA, except as expressly stated and only to the extent permitted by the CGA, and these Terms and Conditions shall be read as modified to the extent necessary to give effect to that intention.
- 10.3 Nothing in these Terms is intended to affect your statutory rights, unless expressly stated.
- 10.4 If you would like information about your rights and remedies under the CGA, please refer to guidance from the Commerce Commission www.comcom.govt.nz.

11. ASSIGNMENT

- 11.1 These Terms and Conditions and your vehicle’s Service Plan may be transferred or assigned by the Importer to a third party without prior notice to you.

12. JURISDICTION

- 12.1 These Terms and Conditions and any services provided pursuant to your vehicle’s Service Plan shall be construed in accordance with the laws of New Zealand and you and the Importer irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand to settle any disputes which may arise out of or in connection with your vehicle’s Service Plan or the services provided pursuant to your vehicle’s Service Plan.

13. ASSISTANCE

- 13.1 For assistance with your Service Plan, please contact your Dealer.