

# NISSAN SERVICE PLAN TERMS AND CONDITIONS

This document contains the following details about your Service Plan:

1. What is covered in your Service Plan
2. How to claim
3. Customer Responsibilities
4. General Terms & Conditions
5. Further Questions

## 1 WHAT IS COVERED IN YOUR SERVICE PLAN

Service Plans cover the scheduled servicing of your vehicle at the mileage and times stated in the vehicle handbook for the duration of the Contract Period. This includes, at no additional cost to the initial Product Price, labour, and the parts, oil and fluids as detailed in the official NISSAN service schedule.

### 1.1 EXCLUSIONS

- The replacement of cambelts/drive belts/timing belts or tensioners are specifically excluded from this plan
- Additional Replacement Costs as defined in Section 4 are not covered by the plan
- Services not provided by a NISSAN Dealer are not covered

### 1.2 START OF THE AGREEMENT

Service Plans are valid from the date specified in the Contract Document.

### 1.3 END OF THE AGREEMENT

Service Plans are valid until one of the following occurs:

- The applicable number of years has been reached or at the maximum mileage, whichever comes first.
- Termination in accordance with Section 4.4 of these Terms & Conditions
- The Vehicle is sold to a commercial retailer
- Significant damage to the Vehicle due to accident, fire, explosion or damage as a result of which the Vehicle is written off by the insurer
- The Vehicle is stolen and cannot be recovered within 30 days of reporting the theft to the police

In the case of destruction or theft of the Vehicle, the Product Price can be reimbursed to the Customer. This reimbursement will be subject to the deduction of:

(a) an administration fee equal to 10% of the Product Price or, where consumer offer was applied, the value of the customer contribution will be applied; and (b) the value of Services already performed based on NISSAN's prices effective on the date of termination.

## 2 HOW TO CLAIM

Please make yourself familiar with the service requirements of your vehicle, which are detailed in your handbook. When your vehicle is due for a service, follow these steps to claim:

- Contact your chosen NISSAN Dealer to make an appointment for the service to be completed. We recommend that you make the dealer aware at the point of booking that you wish to claim under your NISSAN Service Plan
- Having established that your plan is valid, the Dealer will complete the service.
- You may be asked to sign an invoice when the work has been completed. Please note that any work not covered by this Service Plan must be authorised by you and will be charged to you by the dealer.

Please be aware that claims for services are subject to audit by Nissan Motor (GB) Limited, the Rivers Office Park, Denham Way, Rickmansworth, Hertfordshire, WD3 9YS.

## 3 CUSTOMER RESPONSIBILITIES

It is a condition of the Service Plan that your vehicle is serviced by a franchised NISSAN Dealer at the intervals recommended by NISSAN throughout the duration of the Plan. You should ensure that the servicing records in the vehicle handbook have been completed following the service.

Services must be carried out within one month and 1,000 miles of the periods specified by NISSAN, whichever comes first. Failure to do so may invalidate your Plan.

Please notify your NISSAN Dealer in the following circumstances:

- If the address specified in your **Contract Document** has changed.
- If the Vehicle registration has changed or if the Vehicle is no longer registered in the United Kingdom.
- In the case of sale, theft, or destruction of the Vehicle.

If the **Customer** does not comply with these obligations, the NISSAN **Dealer** can demand additional information or inspection of the Vehicle before performing the service, regardless of other rights. If the **Customer** refuses to cooperate, NISSAN can terminate the **Agreement** in accordance with clause 4.4 below or applicable law.

## 4 GENERAL TERMS AND CONDITIONS

### 4.1 DEFINITIONS

Terms to which a specific meaning is assigned retain this meaning throughout the entire document.

- **Additional Replacement Costs** means repairs, replacement work, inspections, corrections or adjustments which are not the subject of scheduled service work specified in the Vehicle Handbook. Additional Replacement Costs include e.g. MOT (exhaust gas emissions test etc.) and accident damage.
- **Agreement** is the NISSAN Service Plan Agreement, which encompasses the Contract Document and the Terms & Conditions
- **Contract Document** is the Nissan Service Plan Certificate specifying the Contract Period, Customer, Vehicle, and Product Price.
- **Customer** is the person or company specified in the Contract Document as the owner of the Vehicle.
- **Vehicle** refers to the Customer's Vehicle specified in the Contract Document.
- **NISSAN Dealer** is an authorised NISSAN dealer and/or authorised NISSAN workshop based in the country in which the Service Plan was purchased, or in another state in the European Economic Area (EEA) or in Switzerland.
- **NISSAN** is Nissan Motor (GB) Limited, The Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS.
- **Product Price** means the Service Plan price (including VAT) specified in the Contract Document.
- The **Vehicle Handbook** is the operating manual supplied with the Vehicle or any other document supplied to the Customer or NISSAN Dealer relating to the operation of the Vehicle. It includes the warranty certificate, servicing schedule and records.

#### 4.2 PARTIES TO THE AGREEMENT

The **Agreement** is concluded between the Customer and NISSAN. The **Contract Document** is signed for NISSAN by the NISSAN **Dealer** from which the Customer purchases the NISSAN Service Plan. NISSAN **Dealers are** authorised to accept payments on behalf of NISSAN.

#### 4.3 TRANSFER OF THE AGREEMENT

If the **Customer** sells the Vehicle privately, the **Agreement** can be transferred to the new owner. To update the details in the **Contract Document**, the new owner must go to the NISSAN **Dealer** and supply a copy of the latest MOT certificate (if applicable) and a copy of the servicing records for the Vehicle.

Agreements cannot be transferred if the Vehicle is sold to or through a commercial retailer, unless expressly agreed by NISSAN.

#### 4.4 TERMINATION OF THE AGREEMENT

Both parties to the **Agreement** can terminate the **Agreement** with just cause. Just cause being defined as:

- If the other party to the **Agreement** is in material breach of its obligations under the **Agreement**. For the avoidance of doubt failure to pay the price specified in the **Contract Document** will constitute a material breach.
- Where incorrect or insufficient information relating to the Vehicle is provided by the **Customer** when concluding the **Agreement**, if it is to be assumed that NISSAN would not have concluded the **Agreement** on the basis of this information.

#### 4.5 PRIVACY STATEMENT

In compliance with the applicable data protection laws, NISSAN informs the **Customer** that NISSAN will process information that you have provided and information that it may obtain about you in the future (either directly or through any subsidiary or associated companies). Nissan may disclose this information to Nissan Group Companies, Nissan authorised motor dealers or repairers and other companies that Nissan selects from time to time. Nissan will use your data (i) to provide you with the services hereunder, (ii) to administer this agreement, (iii) to provide you with information on products and services which may be of interest to you; (iv) for the purpose of conducting market research; and (v) to provide you with agreed goods and services.

Please indicate if you would like to receive information about Nissan related products and services via email:

YES  NO

Please indicate if you would like to receive information about Nissan related products and services via mobile messaging:

YES  NO

If you would prefer not to receive mail about products and services from Nissan please tick here

If you would prefer not to receive phone calls about products and services from Nissan please tick here

#### 4.6 MISCELLANEOUS

The **Agreement** and any dispute or claim arising out of or in connection with the **Agreement**, its subject matter, or any non-contractual obligation arising in connection with the foregoing, shall be governed by and construed in accordance with English law.

Each of the parties irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of or in connection with the **Agreement**, its negotiation or its subject matter, or any non-contractual obligation arising in connection with the foregoing. The invalidity of a provision in the **Agreement** shall not result in the invalidity of the other provisions.

For further questions, please contact Nissan Customer Services on 01923 899 334 or via email at [gb@nissan-services.eu](mailto:gb@nissan-services.eu).