

Terms and Conditions

1. In the Contract:
 - a) Administration Charge means the sum paid by the Customer to the Service Plan Provider to administer the plan.
 - b) Balance means the sum paid by the Customer at any time towards the Total Payment, less any Service Cost and Administration Charges incurred at such time.
 - c) Contract means this contract between the Customer and the Manufacturer whereby the Manufacturer agrees to pay for the Services subject always to these Terms and Conditions.
 - d) Customer means the person named as such on the front page of the Contract.
 - e) Dealer means a motor vehicle repairer located in the United Kingdom, the Isle of Man, or the Channel Islands which is party to an Authorised Repairer agreement with the Manufacturer relating to Hyundai cars and light commercial vehicles.
 - f) Advance Payment means the sum (if any) specified on the front page of the Contract as payable by the Customer towards the Total Payment, and due on the date of the commencement of the Contract.
 - g) Direct Debit Payments means monthly Direct Debit payments by the Customer payable on the day of each month specified on the front page of the Contract.
 - h) Manufacturer means Hyundai Motor UK Ltd 728 London Road, High Wycombe, Buckinghamshire, HP11 1HE registered in England number 05446560.
 - i) Service Cost means the cost of parts and labour incurred by a Dealer in the provision of the Services.
 - j) Service Plan Provider means eDynamix UK Limited, Rotary Parkway, Ashington, Northumberland, NE63 8QZ registered in England number 09235861.
 - k) Service(s) means the routine maintenance services relating to the Vehicle (as specified in the Service Schedule) together with interim services where recommended for the Vehicle by the Manufacturer and additional options if any described on page two of the Contract.
 - l) Service Schedule means the Manufacturer's recommended service intervals and operations (including interim services where appropriate) for the Vehicle current at the date of the Contract. For the avoidance of doubt, it is for the Manufacturer to stipulate the applicable service intervals and operations.
 - m) Top Up Payment means any payments due pursuant to clause 7.
 - n) Total Payment means the total sum payable by the Customer pursuant to the Contract as specified on the front page of the Contract, as varied by changes to VAT (if any).
 - o) Vehicle means the motor vehicle described on the front page of the Contract.
2. In consideration of the agreement by the Customer to pay the Total Payment, the Manufacturer agrees to pay the cost of Services provided by a Dealer up to the value of the Service Cost, or the Balance of funds available whichever is lower. In this case the Customer will be required to make Top Up payment to the Dealer. The Manufacturer shall have no obligation to pay the cost of Services provided by anyone other than a Dealer.
3. The Customer agrees to make all Direct Debit Payments as they fall due for payment on the dates specified on page one of the Contract.
4. The Manufacturer's obligation under the Contract is limited to payment of the Service Cost relating to Services provided by a Dealer at or near the times specified on page two of the Contract and in accordance with the Service Schedule for the relevant service interval. Payment for any additional work carried out and or materials supplied by a Dealer which does not fall within the definition of the Services will be the responsibility of the Customer and will be payable by the Customer on collection of the Vehicle. If an MOT test is included as an additional option then the cost of any work necessary to ensure that the Vehicle passes its MOT test, either at the first or any subsequent test, is not included. If the Services are provided by a Dealer or repairer situated outside the United Kingdom, the Isle of Man or the Channel Islands, whether or not part of the Hyundai Motor UK Ltd network, then the Manufacturer has no obligation either to pay or reimburse the cost of such Services.

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5. The contract for the provision of Services will be between the Customer, Hyundai Motor UK Ltd and the Dealer whom the Customer chooses to carry out such Services, and will be on such terms and conditions as the Customer and the Dealer may agree. Hyundai Motor UK Ltd shall ensure the Dealer network is able to perform the services detailed in the service schedule in line with its contract as an approved Hyundai Dealer or Authorised Repairer.
6. The Customer agrees that the Manufacturer shall collect Direct Debit Payments. Any Advanced Payments or Top Up Payments will be collected from the Customer by the Dealer and transferred to the Manufacturer, ensuring customer funds are protected. Any complaints or questions relating to the Contract should be directed by the Customer to the Manufacturer at the address set out in clause 1 h).
7. 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 Schedule. The Manufacturer and/or Dealer reserves the right to require a Top Up Payment from the Customer in the event of the Vehicle being presented for Service earlier than the time intervals specified in the Service Schedule as a consequence of high mileage by the Customer. Any such Top Up Payment will be requested by the Dealer at the time the Vehicle is presented for Service, but will not affect the amount of the Total Payment unless the Service Plan is adjusted by the Dealer to reflect a higher annual mileage or changes to the quantity or nature of the services detail in the Service Plan Contract - Service Schedule. If the Service Plan is adjusted then the Service Schedule, Total Payment and all future Direct Debit payments will be recalculated and a new Service Plan contract issued to the Customer. The Contract only obliges the Manufacturer to pay the cost of Services provided by a Dealer up to the value of payments made to date by the Customer under the Contract.
8. The Customer is reminded that if the Vehicle is still covered by the contractual warranty which came into force on 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 handbook of the Vehicle for further information and is advised that in the event of any inconsistency between the Contract and the service handbook as to when Services are due, then the service handbook must be assumed to be accurate. If a Service is due in respect of the Vehicle then it is the responsibility of the Customer to arrange for that Service to be carried out regardless of whether the payments made to date under this Contract are sufficient to pay for the cost of such Service.
9. Any Direct Debit Payments due have been calculated using the current rates of VAT. If the rate of VAT should change, the Service Plan Provider will adjust the Total Payment and Direct Debit Payments and/or any Top Up Payment due to reflect the new rate of VAT, and the Customer agrees to pay the adjusted payments.
10. The Customer may with the consent of the Manufacturer transfer the Balance to a new contract relating to a new Hyundai vehicle. The Service Plan Provider will provide the Customer with a new Service Plan Contract.
11. The Customer has the right at any time to cancel the Contract by notice in writing to the Manufacturer stating the Account Number, Vehicle registration and Customer name and address. If such cancellation is within 14 days of the date of this Contract and no Services have been provided (and thus no Service Costs incurred) then the Customer will receive a full refund of the Balance. If such cancellation is more than 14 days of the date of the Contract or if Services have been provided and Service Costs incurred then cancellation shall be subject to payment by the Customer of a cancellation fee of £15.00 including VAT. Any Balance due to the Customer, less (where applicable) the cancellation fee of £15.00 including VAT, will be paid by the Hyundai Motor UK within 28 days from receipt of request by customer in writing. In the event that the Service Cost benefit received by the Customer prior to such termination together with the cancellation fee of 15.00 including VAT exceeds the payments made by the Customer, the Customer shall remain liable for the outstanding amount and shall make immediate payment to the Manufacturer of any balance due and the Manufacturer shall be entitled to charge interest at a rate of 4% above the base rate of National Westminster Bank plc until full reimbursement is made.
12. Failure by the Customer to make up to two Direct Debit Payments on their due date shall entitle the Manufacturer to terminate the Contract immediately by notice in writing to the Customer.
13. The obligation of the Manufacturer in accordance with the first paragraph of clause 4 above will cease when all the Services have been provided pursuant to the Service Schedule, or would have been provided if carried out at the appropriate time or mileage intervals. In particular the Customer may not prolong the obligation of the Manufacturer by omitting to have carried out one or more Services (even if only recommended rather than mandatory). If, immediately following the date when the final Service specified on the front page of the Contract has or should have been carried out, there remains a Balance then the Manufacturer shall arrange repayment to the Customer of such Balance within 30 days of Customer request in writing.

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14. The Customer hereby consents to the transmission of information supplied by him or her in connection with the Contract (Information) to the Hyundai Motor UK Ltd. A copy of the Privacy Notice detailing how this information is controlled and the rights of the Customer can be found on the website www.hyundai.co.uk. Hyundai Motor UK Ltd may share the information with the Service Plan Provider, its Dealers, business partners, suppliers or agents, for the purposes of customer services, order fulfilment and financial and account administration.. If the Customer has supplied Information about another person, the Customer confirms that the other person has authorised the Customer to act for him or her, to consent to the processing and use of his or her personal data in the manner described in this clause and to receive on his or her behalf any data protection notice. The Customer has the right to ask for a copy of the Information and to correct any inaccuracies. The Manufacturer and Service Plan Provider may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that it provides.