



HONDA
The Power of Dreams

Honda Motorcycle New Fixed Price Service Plan Terms and Conditions

Should you have any queries regarding this document, please do not hesitate to contact your **Authorised Honda Dealer** or the Honda dedicated Customer Service Department on 0330 100 3406

IMPORTANT

PLEASE READ THIS DOCUMENT CAREFULLY

This document and your Service Book contain all details of the **Service Plan**.

These terms and conditions form the Contract between You the Customer named on the **Plan Documents** and the **Service Plan** provider Honda Motor Europe Limited t/a Honda (UK), a limited company registered in England and Wales and our registered address is Cain Road, Bracknell, Berkshire, England RG12 1HL. Our company number is 00857969 and our VAT number is GB 711019584 ("**Honda**", "**we**", "**our**", "**us**").

Some words in this **Service Plan** have special meanings, which are explained in Part 1, under the heading Definitions. Whenever the words in Part 1 are shown in **bold** or with a capital letter, they have these special meanings; otherwise they have their ordinary everyday meanings.

Nothing in these terms and conditions affects any legal rights you may have in law, such as under the Consumer Rights Act 2015, also known as "statutory rights". For more detailed information on your rights visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

These terms and conditions were last updated on: 7 January 2022.

1. DEFINITIONS

- 1.1. **AUTHORISED HONDA DEALER** – means an individual, partnership or Company authorised to provide the **Honda Service Plan** or carry out the services contained in this agreement unless we agree otherwise with You
- 1.2. **CUSTOMER** and **YOU** – means the person whose details appear on the **Plan Documents** and schedule. Where the **Customer** is a partnership then each partner separately and all partners jointly shall be responsible for the customer's obligations under this **Service Plan**.
- 1.3. **CUSTOMER SCHEDULE** – means the schedule to which these terms and conditions are appended.
- 1.4. **HONDA ADMINISTRATION** – means TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, registered number: 1883565, authorised and regulated by the Financial Conduct Authority, FRN 312440, who administers the programme on behalf of **Honda**
- 1.5. **MOTORCYCLE** – means the Customer's motor Motorcycle as detailed on the **Plan Documents** or attached letter.
- 1.6. **PLAN DOCUMENTS** – means the **Honda Service Plan Documents** including the enclosed terms and conditions which contains the **Customer** and **Motorcycle** details.
- 1.7. **PLAN DURATION** – means the period starting on the Start Date set out in the Customer Schedule and continuing until the Motorcycle has reached the End Mileage or the End Date as defined on the Customer Schedule, whichever comes first.
- 1.8. **PLAN PRICE** – means the total cost to the Customer as set out in the section headed "Product Details" on the Customer Schedule.
- 1.9. **SCHEDULE OF WORK** and **SERVICE SCHEDULE** – means the periodic services as detailed in your Service Book and in the Customer Schedule.
- 1.10. **SERVICE** and **SERVICING** – means the servicing of the **Motorcycle** in accordance with the Manufacturer's standard periodic service schedules provided within the Service Book.
- 1.11. **SERVICE BOOK** – means the service booklet for the Motorcycle provided by Honda which includes the Schedule of Work and Service Schedule.
- 1.12. **SERVICE PLAN** – means the **Honda Service Plan** agreement made between you the **Customer**, the **Authorised Honda Dealer** and **Honda** in respect of the **Motorcycle** shown on your **Plan Documents**.

2. PARTIES AND COMMENCEMENT

This **Service Plan** is between You, the **Authorised Honda Dealer** and **Honda**. It shall be binding on all parties only when signed by all parties and the Plan Price has been paid by You and received by **Honda Administration** and shall continue, subject to earlier termination in accordance with these terms and conditions, for the Plan Duration. This **Service Plan** is only available for purchase by You if the **Motorcycle** is no more than 90 days old and has less than 600 miles on the



Motorcycle's mileometer. You can request the Plan Price be added to that your Honda Financial Services package for the Motorcycle.

3. CUSTOMER'S OBLIGATIONS

The **Customer** will:

- 3.1 produce to the **Authorised Honda Dealer** the appropriate **Plan Documents** prior to each Service being carried out;
- 3.2 pay the Plan Price in accordance with Part 7;
- 3.3 notify **Honda Administration** if their principal address, as shown on the Plan Documents changes;
- 3.4 notify **Honda Administration** if the registration plate identification for the **Motorcycle** or any other identification mark of the **Motorcycle** changes; and
- 3.5 not make, or permit to be made, any mechanical alterations or modifications to the Manufacturer's standard specification of the **Motorcycle** without obtaining the prior written consent of **Honda**.

4. GEOGRAPHICAL LIMITS

This Service Plan only covers Servicing which is carried out in the United Kingdom. For the avoidance of doubt this means Great Britain and Northern Ireland, and shall include the Channel Islands and the Isle of Man.

5. DEALER'S OBLIGATIONS

The **Authorised Honda Dealer** will:

- 5.1 carry out **Servicing** of the **Motorcycle** in accordance with the **Service Schedule** as soon as is reasonably practicable after being requested to do so by the **Customer** and on the **Customer** producing to the **Authorised Honda Dealer** the appropriate documentation, on condition a Service is due; and
- 5.2 submit a request for authorisation through **Honda Administration** immediately before each Service is carried out on the **Motorcycle**.

6. HONDA'S OBLIGATIONS

Honda will:

- 6.1 issue documentation to the **Customer** appropriate to the **Schedule of Work**. The **Plan Documents** will be printed with a **Plan Duration** which indicates the latest date on which a Service may be carried out under this plan;
- 6.2 pay to the **Authorised Honda Dealer** the agreed cost of each Service within 30 days of a legitimate request for authorisation being made. Payment will only be made on condition that the **Plan Price** has been paid for in full. **The costs for any Servicing that is not included within the Service Schedule will be borne by the Customer;**

7. CHARGES AND PAYMENT

- 7.1. You will pay the **Plan Price** in advance of **Honda** or the **Authorised Honda Dealer** performing any of their obligations under this **Service Plan**.
- 7.2. The **Plan Price** is in British pound sterling (GBP) and includes VAT at the applicable rate.
- 7.3. All payments need to be made by cash, card or cheque to the Authorised Honda Dealer.
- 7.4. On cancellation a cancellation fee of £10.60 (including VAT) will be charged.

8. ASSIGNMENT

- 8.1. The **Customer** may where the Plan Price is fully paid transfer their rights and obligations under this **Service Plan** directly to a new private owner of the **Motorcycle** provided that the new owner notifies **Honda Administration** of the transfer by giving written notice within 30 days of the transfer of the **Motorcycle** taking place. The new owner must notify Honda of their name and address, the **Motorcycle** registration details and the date the **Motorcycle** was transferred to:



Honda Administration,
Aspen Building, Floor 2,
Vantage Point Business Village,
Mitcheldean,
Gloucestershire
GL17 0AF

The transfer shall be deemed to have taken place when we provide confirmation of the transfer in writing (including email).

- 8.2. For clarification, this **Service Plan**, other than by an **Authorised Honda Dealer**, cannot be transferred or assigned by way of a business that buys, sells, repairs or trades motor vehicles, including where the **Motorcycle** is sold or traded on to a new private owner by such a business.
- 8.3. **Under no circumstances can the Honda Motorcycle New Fixed Price Service Plan be transferred to another Motorcycle.**

9. TERMINATION AND CANCELLATION

- 9.1. This **Service Plan** shall continue for the Plan Duration unless either **Honda** or **you** terminate the contract by a written notice of termination or suspension to the other if that other commits a serious breach and the breach either cannot be fixed or is not fixed within 14 days of the written notice, or **you** cancel the Service Plan in accordance with this Part 9.
- 9.2. **The Plan Price is only refundable in limited circumstances.** You are entitled to cancel this Service Plan within 14 days of the date set out on the Customer Schedule without giving any reason. If you cancel within this period we will refund any payment you have made to us pursuant to this Service Plan as soon as practicable. If any Servicing has been carried out before exercising your right of cancellation we may make a reasonable pro rata deduction from your refund to cover your use of the Servicing.
- 9.3. **If you cancel this Service Plan after 14 days of the date set out on the Customer Schedule then you shall not be entitled to a refund** unless Part 9.1 applies or on the event of your death in which case a fair and equitable refund shall be calculated by Honda taking into account the number of Services carried out and the cost of those Services if you had not had access to the Service Plan.
- 9.4. **Refunds will be made to the same payment method used to pay for the Service Plan. Nothing in these Terms affects any legal rights you may have in law, also known as "statutory rights".**

10. OUR LIABILITY TO YOU

- 10.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, the Authorised Honda Dealer and Honda are not legally responsible for any losses that were not foreseeable to you and Honda when this agreement was formed or any losses not caused by any breach by Honda.
- 10.2. Servicing is carried out by Authorised Honda Dealers. All responsibility for Servicing rests with the Authorised Honda Dealers and Honda is not liable for any acts or omissions of Authorised Honda Dealers.
- 10.3. If the Authorised Honda Dealer fails to comply with the terms of this Agreement, the Authorised Honda Dealer is responsible for loss or damage the Customer may suffer that is a foreseeable result of the Authorised Honda Dealer breaking the terms of this Agreement or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Authorised Honda Dealer and the Customer knew it might happen. If Honda fails to comply with the terms of this Agreement, Honda is responsible for loss or damage the Customer may suffer that is a foreseeable result of Honda breaking the terms of this Agreement or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both Honda and the Customer knew it might happen.

11. COMPLAINTS

- 11.1. For complaints relating to the **Service** please contact your **Authorised Honda Dealer**



11.2. If you do not obtain satisfaction from Your **Authorised Honda Dealer** in regard to this **Honda** Service Plan you can contact **Honda Administration**;

Honda Servicing Customer Relations Department,
The Aspen Building (Floor 2),
Vantage Point Business Village,
Mitcheldean,
Gloucestershire
GL17 0AF

Telephone 0330 100 3406 (Monday - Friday, 9:00am - 5:00pm) or;

Email - customer.relations@assurant.com.

11.3. Should you remain dissatisfied, you can contact:

The Customer Relations Manager
**Honda Motor Europe Limited trading as Honda (UK),
Customer Relations Department**,
Cain Road,
Berkshire
RG12 1HL

Telephone: 0345 200 8000 (Monday - Friday, 9:00am - 5:00pm) or;

Email: customer.serviceuk@honda-eu.com or;

The Motor Ombudsman,

71 Great Peter Street,
London
SW1P 2BN

11.4. If you are dissatisfied with the outcome of a complaint to **Honda** concerning the **Motorcycle**, you may refer it to Motor Codes Ltd, a CTSI certified Alternative Dispute Resolution (ADR) provider that we are prepared to engage with through the ADR procedure. Further details can be found at www.motorcodes.co.uk or alternatively you can contact their Advice Line on 020 7344 1651.

12. HOW TO BOOK A SERVICE

12.1. Contact your nearest **Authorised Honda Dealer** and arrange an appointment for the **Motorcycle** Service

12.2. Take the **Motorcycle** to Your **Authorised Honda Dealer** on the agreed date.

12.3. Your **Authorised Honda Dealer** will input details of the **Motorcycle** Servicing requirements onto the **Honda** web Application. If the **Motorcycle** is within the set parameters, and the **Plan Price** has been paid for in full, , then authorisation will be immediate.

12.4. **Servicing that is not included in the Service Schedule is not covered by this Service Plan.**

13. YOUR PRIVACY AND PERSONAL INFORMATION

13.1. This Supplemental Privacy Notice ("**Supplemental Privacy Notice**") explains how Honda Motor UK ("**Honda**", "**we**" or "**us**") collect and process Your personal data in regards to the Service Plan.

13.2. This Supplemental Privacy Notice supplements the Honda Privacy Notice (which is available at <https://www.honda.co.uk/general-information/privacy-policy.html>) which sets out in full the ways in which Honda processes your personal data when you interact with Honda (the "**Honda Privacy Notice**"). The Honda Privacy Notice also describes your data protection rights in relation to the processing activities described in this Supplemental Privacy Notice.

13.3. The purpose of this Supplemental Privacy Notice is to draw your attention to any processing activities which relate specifically to the **Service Plan** and to provide additional details which may not be covered by the Honda Privacy Notice.

13.4. Please take the time to read the Honda Privacy Notice and this Supplemental Privacy Notice, as they include important information which applies to you.

13.5. What personal data we collect

13.5.1. Contact Information: Full Name, Last Name, Home Address, Telephone number, Title, Gender, email address; and

13.5.2. Motorcycle Information: Vehicle Identification Number (VIN); and



13.5.3. Payment Information: Sort Code, Account Number, Bank Name

13.6. How your personal data is processed

Your personal data is processed by:

- 13.6.1. Honda Motor Europe Limited (HME) as an independent controller; and
- 13.6.2. Honda Motor Europe Limited trading as Honda (UK) (HME-UK) as an independent controller; and
- 13.6.3. The Servicing Dealer in order to carry out the services under the Service Plan; and
- 13.6.4. Honda Administration who assist Honda in administering the Service Plan; and
- 13.6.5. The Roadside Assistance Services Provider to enable them to provide the Honda Roadside Assistance services.

13.7. Why we collect, use and store this personal data

- 13.7.1. To allow the Servicing Dealer to provide the Service and enact on the Service Plan; and
- 13.7.2. To allow Honda Administration to assist Honda in administering the Service Plan; and
- 13.7.3. To contact you regarding the Service Plan; and
- 13.7.4. To allow Honda to contact you regarding the Service Plan.

13.8. How we share your personal data

Please see the Honda Privacy Notice for full details of the third parties with whom we share your personal data including Honda group companies; Honda authorised dealers and repairers; companies providing services under contract; and other organisations.

13.9. Your choices and rights

- 13.9.1. You have certain rights in relation to your personal data, including the right to object to our use of it in some circumstances. For more information on your rights or how we use personal data, please consult our consult the [Honda Privacy Notice](#).
- 13.9.2. All requests to amend, update, delete, access or obtain copies of your personal data will be processed in accordance with applicable law.
- 13.9.3. Where the processing of your personal data is done with your consent, please note that you have the right to withdraw your consent at any time. If you wish to withdraw your consent, please contact us at: dpm-uk@honda-eu.com.

13.10. Data Retention

- 13.10.1. Honda will keep your details no longer than is necessary for the purpose for which it collected your personal data, as set out above and in accordance with applicable law.
- 13.10.2. Longer retention periods may apply to the extent required by law or in the event of a legal claim. In such circumstances, the relevant data shall be respectively retained as required by law or for the duration of the claim.
- 13.10.3. We have a duty of care to keep your information until such time a repair has been completed.
- 13.10.4. We will keep anonymised data for longer periods for the purpose of research and analysis to improve the Service.

14. GENERAL

- 14.1. In the event that the **Customer** loses any documentation the **Customer** must notify **Honda Administration** who will issue replacements upon payment by the **Customer** of an administration fee of £10.60 including VAT.
- 14.2. The **Authorised Honda Dealer** may declare void any Service Plan where the **Plan Documents** including schedule does not correctly indicate the exact **Motorcycle** type, model and age.
- 14.3. The terms and conditions of this Agreement cannot be altered or amended by any person except with the specific written endorsement of **Honda** in writing.
- 14.4. This Service Plan is **not** available for business customers.
- 14.5. This Agreement is to be read as one document and unless otherwise specified any word or expression used with a specific meaning has the same meaning wherever it appears.
- 14.6. The **Customer** will not be entitled to any works or repairs under this Agreement that are not covered within the Service Schedule.
- 14.7. We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights or our obligations under these terms and conditions.
- 14.8. Each part of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses and paragraphs of these terms and conditions will remain in full force and effect.
- 14.9. If we fail to insist that you perform any of your obligations under these terms and conditions or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you



and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.10. These terms and conditions are governed by English law. This means that your use of the Service Plan, and any dispute or claim arising out of or in connection with the Service Plan (including non-contractual disputes or claims), will be governed by the laws of England.

14.11. You can bring legal proceedings in respect of these terms and conditions in the English courts. If you live in Scotland you can bring legal proceedings in respect of these terms and conditions in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms and conditions in either the Northern Irish or the English courts.