



## MERCEDES-BENZ SERVICE CARE

### 1. GENERAL AND DEFINITIONS

The Customer is entitled to Routine Services specified in the Vehicle Schedule on the following conditions.

In this Agreement the following terms shall have the following meanings:-

- (a) "Official Workshop" means the service workshop of any Mercedes-Benz Passenger Cars Retailer;
- (b) "Vehicle" means the motor vehicle operated by the Customer specified in any schedule ("Vehicle Schedule") expressed to be supplemental to this Agreement;
- (c) "Routine Service" means the performance of consecutive service tasks carried out in relation to the Vehicle in the United Kingdom recommended in the Mercedes-Benz Passenger Cars Handbook applicable to the Vehicle, including the supply of all lubricants and other materials required for such tasks. More specifically, this shall include:-
  - (i) all service tasks as fully specified within the Electronic Service Sheet as published to the Official Workshop, at the website [www.servicemercedes.co.uk](http://www.servicemercedes.co.uk) and carried out according to the applicable MBUK technical publications.
  - (ii) The measurement of the wear on all wear items such as brake pads/discs and the recording of the percentage of wear;
  - (iii) Engine oil, oil filter, sump plug washer, screen wash additive, key fob battery, combination filter, brake fluid, air filter, spark plugs, fuel filter, automatic transmission oil filter, gasket, seal and fluid.
- (d) "Contract Period" means in respect of any Vehicle the period beginning on the Commencement Date specified in the relevant Vehicle Schedule and ending on the latest of:
  - the attainment of the contracted number of services specified in the chosen Plan; or
  - the attainment of the contracted number of months in the Plan; or
  - the termination of MBUK's obligation to carry out the Routine Service in respect of it under any other provision of this Agreement.subject to early termination rights within this agreement.
- (e) "Commencement Date" means the contract start date as specified in the relevant Vehicle Schedule;
- (f) "Monthly Payment" means the monthly payment specified in the relevant Vehicle Schedule;
- (g) "the Plan" means the chosen service plan of the Customer detailed in the Vehicle Schedule.
- (h) "MBUK Expenditure" means the cost to MBUK of any Routine Service the Customer has received;
- (i) "MBUK Administration Costs" means the cost to MBUK of the implementing and withdrawing of the Agreement;
- (j) "MBUK Income" means the accrued Monthly Payment received from the Customer.

### 2. EXCLUSIONS

"Routine Service" does **not** include:

- (a) The rectification of damage caused by:
  - accidents or force;
  - the use in the Vehicle of parts other than approved Mercedes-Benz Passenger Cars spare parts;
  - the use in the Vehicle of oils or other service products which have not been approved by MBUK;
  - neglect, misuse, abuse or improper handling of the Vehicle, which expression shall include but not be limited to, overloading and unauthorised modifications;
  - the use of the Vehicle for any application other than normal road use for the carriage of passengers and normal domestic effects, all luggage and towing of trailers within the recommended towing capacity of the Vehicle;
  - persons other than the authorised representatives and employees of the Official Workshop having performed work on the Vehicle;
  - failure of the Customer to abide by its obligations under Clause 4 (a)
- (b) Repair to or replacement of any friction material;
- (c) Other work not specified in the relevant Mercedes-Benz Passenger Cars Handbook;
- (d) Roadside assistance, recovery or provision of any courtesy vehicle;
- (e) The repair of damaged glass;
- (f) Damage to, or wear of the tyres (unless otherwise agreed with MBUK and specifically referred to in the relevant Vehicle Schedule);
- (g) The maintenance of any paint work;
- (h) The repair and maintenance of any bodywork or equipment not fitted to the Vehicle as originally manufactured;
- (i) The carrying out of any modifications required by law;
- (j) Daily or other regular checks such as the maintenance of coolant levels, lubricant levels, tyre pressures, anti-freeze additives, etc., specified in the Handbook for the Vehicle and the provision of lubricants and materials required for these between services;
- (k) Repairs carried out under any warranty given at the time of sale of the Vehicle;
- (l) Test fees and/or any repairs associated with;
- (m) Windscreen wiper blades;
- (n) Bulbs.

### 3. MBUK'S OBLIGATIONS

- (a) MBUK agrees that, the Routine Service will be carried out and performed by an Official Workshop during the Contract Period at a date to be agreed by the Customer and Official Workshop.
- (b) Subject to clause 4(d), should any additional work be required, above and beyond that provided within the Routine Service, the Official Workshop shall contact the Customer with the details of this and request the Customer's authorisation before any additional work is carried out.
- (c) MBUK's liability under this Agreement is limited to the total amount of the Customer's Monthly Payments for the Contract Period.
- (d) MBUK warrants that it has, and will while this Agreement remains in force maintain, a valid registration under the Data Protection Act 1998 (and all subordinate legislation) ("the Act"). All data obtained for the purposes of this Agreement shall be processed lawfully and fairly.





#### 4. CUSTOMER'S OBLIGATIONS

- (a) To make the Vehicle available at the Official Workshop by prior appointment in a reasonably clean condition at or within a reasonable period before the relevant service interval or as and when reasonably requested by the Official Workshop for the performance of Routine Service;
- (b) That all instructions for use of the Vehicle contained in the Owner's Manual shall be carried out accurately and fully;
- (c) That if any defect or failure occurs in the Vehicle all reasonable measures shall be taken to effect repairs without delay and to minimise the occurrence of any consequential damage to the Vehicle;
- (d) That the Official Workshop may in its absolute discretion procure and fit to a Vehicle any replacement part or parts that it deems necessary for the efficient, safe and reliable operation of the Vehicle and the Customer shall pay the necessary cost of this;
- (e) That if an insurance company claims a deduction for any reason when reimbursing accident damage repairs within the scope of a fully comprehensive or a third-party insurance policy, the Customer shall make no claim against MBUK except in the case of MBUK's proven negligence.

#### 5. PAYMENT

The Customer shall pay MBUK for the Routine Service as follows:

- (a) The Monthly Payments in advance as specified in the Vehicle Schedule together with Value Added Tax at the appropriate rate by Bankers' direct debit unless otherwise agreed. Failure by a Bank to make payment on a due date shall not absolve the Customer from its obligation to make the payment on time;
- (b) The cost of any repair to a Vehicle needed due to improper and/or unauthorised repairs or maintenance being undertaken which render the Vehicle different from its original specification shall be paid for by the Customer at the Official Workshop's usual rates;
- (c) If the Customer delays payment of any amount payable by it under this Agreement, whether a Monthly Payment or otherwise, by more than four weeks, MBUK is entitled to charge monthly interest thereon at a rate of 5% per annum over National Westminster Bank PLC Base Rate from the date on which the delayed payment first became due and payable.

#### 6. PROCEDURE FOR WORK

Whenever the Customer requires any of the Routine Services to be carried out on the Vehicle they shall present the Vehicle to the Official Workshop.

#### 7. DEFECTS AND APPLICATIONS OUTSIDE THE CONTRACT

When, in the reasonable opinion of the Official Workshop any part or component of the Vehicle is defective beyond repair or is impairing, or likely to impair, its efficient, safe and reliable operation or likely to cause consequential damage to that Vehicle and the rectification of such defect is outside the scope of the Routine Service, the Official Workshop may notify the Customer in writing of such opinion and recommend the replacement of the part or component. If the Customer unreasonably refuses or fails to have the recommended work carried out within thirty (30) days of receiving this notification then MBUK shall, until the work is undertaken, be absolved from all obligations hereunder in relation to that Vehicle.

#### 8. VEHICLES WITHDRAWN FROM THIS AGREEMENT - NO ASSIGNMENT

If the Customer wishes to withdraw a Vehicle for any reason from this Agreement prior to the end of the Contract Period (and for the purposes of this clause, withdrawal will include where the Vehicle has been disposed of and/or destroyed), then the Customer will be liable to pay MBUK a withdrawal charge calculated as follows:  
MBUK Expenditure plus MBUK Administration Costs less MBUK Income

#### 9. SET-OFF AND LIEN

The Customer shall not set-off any claim he may have against any party including an Official Workshop against any amount he is required to pay hereunder nor shall he exert any lien, unless such counter-claims or liens are recognised by MBUK or have been declared to be legally effective by a Court Order.

#### 10. TERMINATION

- (a) This Agreement shall be effective from the Commencement Date and shall continue in force unless terminated earlier by mutual written consent of the parties or in accordance with the termination provisions herein.
- (b) Where either party is in material breach of this Agreement (including persistent or repeated breaches that cumulatively have a material effect on the other party) the other party may issue the breaching party with a written notice to remedy said breach. Such notice shall specify the breach and allow a reasonable period to affect such a remedy. Upon expiry of the allocated time if the breaching party has failed to remedy the breach the other party may issue a written notice to the breaching party terminating the Contract so affected.
- (c) Either party may terminate this Agreement, without any claim for a refund of any monies paid or due hereunder, by written notice with immediate effect if the other party:
  - (i) is unable to pay its debts;
  - (ii) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
  - (iii) being a body corporate, convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of MBUK or notice of intention to appoint an administrator is given by MBUK or its directors or by qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition is presented to any court for the winding-up of Seller or for the granting of an administration order in respect of MBUK, or any proceedings are commenced relating to the insolvency or possible insolvency of MBUK. The foregoing shall not apply where the action is prior advised to the other party in writing and is solely for the purposes of amalgamation or reconstruction.
- (d) Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in force and effect.
- (e) Furthermore, it is agreed by the parties that if this Agreement is terminated by MBUK under sub-clause (b) or (c), then the Customer will be deemed to be in breach of this Agreement and that in addition to any other damages claim it might have, MBUK will be entitled to immediate payment of compensation for that breach calculated as if the customer had withdrawn all vehicles under clause 8.

#### 11. SEVERANCE

If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.





## 12. DISPUTE RESOLUTION

Any dispute that arises under this Agreement shall be governed by the conditions set out in this clause.

- (a) In the event of a dispute between the parties arising out of or in connection with this Agreement, either party may call an extraordinary meeting of the parties for the purpose of resolving such dispute or difference by service of not less than 7 days' written notice and each party agrees to procure that its designated representative(s) from its management team shall attend all extraordinary meetings called in accordance with this clause.
- (b) The members of the relevant meeting shall endeavour in good faith to resolve disputes arising out of this Agreement. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to a Director or CEO for the Company who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time or such longer period as may be agreed then this dispute resolution procedure shall be deemed exhausted.
- (c) This clause is without prejudice to either party's rights or remedies provided by law, under this Agreement or otherwise including the right to seek injunctive relief or otherwise commence legal proceedings at any time.

## 13. ASSIGNMENT

Save as expressly set out in this Agreement, neither party may assign, sub-contract or transfer this Agreement or any rights or obligations under it (or any Order) in whole or in part without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

## 14. FORCE MAJEURE

The Customer acknowledges and agrees that MBUK shall be excused from the performance of its obligations under this Agreement if MBUK is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of MBUK including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). Provided that, if the event in question continues for a continuous period in excess of 60 days, MBUK shall be entitled to give 14 days notice in writing to the Customer to terminate the Agreement.

## 15. ENTIRE AGREEMENT

- (a) This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- (b) Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to it shall be for breach of contract under the terms of this Agreement. Nothing in this Condition shall, however, operate to limit or exclude any liability for fraud.

## 16. THIRD PARTY RIGHTS

Save as expressly provided in this Agreement, no terms of this Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

## 17. AMENDMENTS

If during this Agreement any change shall arise in the law which in any way affects the ability of MBUK to perform its obligations hereunder, MBUK may by written notice to the Customer, and without prejudice to its other rights hereunder, vary such obligations in such manner and to such extent as may be reasonable or necessary in such circumstances and this Agreement as so varied shall have effect as from the date of service of such notice. In all other circumstances, this Agreement shall not be amended, modified, varied or supplemented except as agreed in writing signed by duly authorised representatives of the parties.

## 18. WAIVER

- (a) No failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.
- (b) No admission, act or omission made by MBUK, its agents or servants or on its part during the continuance of this Agreement shall constitute a waiver of or release the Customer from any liability under any of its terms.

## 19. NOTICES

- (a) Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by first class post or registered post to the address of such party, which shall be Tongwell, Milton Keynes, MK15 8BA for MBUK, or such other address as the parties may from time to time designate by written notice to the other.
- (b) Any notice or other document shall be deemed to have been received by the addressee two Business Days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand simultaneously with the delivery. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

## 20. GOVERNING LAW AND JURISDICTION

- (a) The Agreement shall be governed and construed and have effect in all respects in accordance with English Law.
- (b) The courts of England shall have exclusive jurisdiction over any proceedings arising out of or in connection with the Agreement. For the avoidance of doubt MBUK shall have the right to commence proceedings against the Customer arising out of or in connection with this Agreement in any court anywhere in the world.





## **Important Information About Your Service Care Plan**

We are delighted that you are purchasing a Mercedes-Benz Service Care Plan. Our Plans have been developed to give you real control over the way you pay for the servicing of your Mercedes-Benz or smart.

We know that you may have some questions about your new Service Care Plan, so we have provided answers below to some of the most frequently asked questions:

### **When does the cover begin with my Service Care Plan?**

The cover of your Service Care Plan begins on the "Commencing Date" shown on your Service Care Schedule document. This will be the day that your Retailer has created your Plan for you.

If you have purchased two services paid for over 24 months or three services paid for over 36 months, the first service covered by your Plan must be at least three months after the Commencing Date.

If you have chosen any of our other options, including paying for your Plan up front in full, the first service can be carried out by your Retailer immediately.

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### **I am paying by Direct Debit - when will the first monthly payment for my Service Care Plan be made?**

Payments for your Service Plan are normally made one month in advance, on or around 15th of each month. As we need to give your Bank notice before we request payment, the first payment will generally be taken between one and two months from the date you purchased the Plan. This means that when requested, this first payment is likely to be for more than one month's cover.

As soon as your Plan is activated you will receive a payment schedule from us which will show the date each payment is due to be made and the amount that is due to be paid.

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### **Do my monthly Service Care payments include VAT?**

Although the monthly values on your Service Care Schedule and Service Care Payment Schedule (received following the activation of your Plan) are shown excluding VAT, the monthly payment you make by Direct Debit will include VAT.

The amount per month will be the same as the monthly value shown on the Service Care rate card available from your Mercedes-Benz Retailer.

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### **When does my Service Care Plan finish?**

Your Service Care Plan is active until all of the services within your plan have been completed, rather than finishing the month after your final payment is made.

For example, if you have purchased two services paid for over 24 months, but do not require the second service until month 28, your service will still be covered by your Service Care Plan.

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### **What if I want to terminate my Service Care plan?**

If you wish to terminate your Plan before all of the services are carried out then you can do so by emailing our administration team at [contractadmin@daimler.com](mailto:contractadmin@daimler.com). You can download a cancellation form from our website at [www.mercedes-benz.co.uk/servicecontractcancellation](http://www.mercedes-benz.co.uk/servicecontractcancellation).

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### **Will I be charged for terminating my Service Care Plan?**

If you have received all of the services purchased under the Plan then you will be charged the remaining monthly payments outstanding to terminate your Plan.

If you have not used all of your services purchased under the Plan then we will calculate a termination fee based on the income received by MBUK and the expenditure incurred in providing any services received to that date. This expenditure will include an administration charge for early termination of £40 plus VAT.

If you have paid less into the plan than we have paid out then you will be required to pay a fee. If you have paid more into the Plan than we have paid out then you will receive a credit for the difference.

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### **How does my Service Care Plan fit in with the My Service offer?**

With Service Care you are entitled to book a My Service Drop&Go or Lounge appointment free of charge. My Service Drive and Collect appointments could be subject to an additional charge.

If you have any other questions or wish to make a complaint in relation to your Service Care Plan, please speak to your Mercedes-Benz Retailer or alternatively contact our Administration Team on 0370 242 6200 selecting option 1.

