

# Service Plan



PEUGEOT

## IMPORTANT NOTE

The quantity of services included in the service plan is based on normal and not arduous (demanding or abnormal) conditions. For a list of the arduous (demanding or abnormal) conditions, please refer to the Warranty and Service Book.

Any services outside of these normal conditions will be for the customers account.

# Peugeot Service Plan

## 1. INTRODUCTION

- 1.1 This Service Plan is provided and administered by PCSA, the cost of which is included in the purchase price of the Vehicle.
- 1.2 The Service Plan Agreement is designed to take care of the routine service requirements of a Vehicle.
- 1.3 **PLEASE NOTE: THIS IS NOT A MAINTENANCE PLAN, AS IT ONLY COVERS THE COSTS ASSOCIATED WITH ROUTINE SCHEDULED SERVICING OF VEHICLES AS LAID OUT IN THE WARRANTY AND SERVICE RECORD BOOK. ALL OTHER COSTS WILL BE FOR THE CLIENT'S ACCOUNT.**

## 2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In this Service Plan Agreement, unless the context requires otherwise, the words and expressions set out below will have the meaning assigned to them hereunder and similar expressions will have a corresponding meaning:
  - 2.1.1 **"Client"** means the purchaser or owner of the Vehicle.
  - 2.1.2 **"Service Plan Period"** means the period during which this Service Plan Agreement will be in force, as set out in clause 3.1.
  - 2.1.3 **"Service Plan Agreement"** means this Agreement together with all schedules and annexures hereto as amended from time to time, and Service Plan, will have the same meaning.
  - 2.1.4 **"Parties"** means the parties to this Service Plan Agreement, namely PCSA and the Client, and Party means either one of them as the context requires.
  - 2.1.5 **"PCSA"** means Peugeot Citroën South Africa (Proprietary) Limited (registration number (2001/023277/07), a private company duly incorporated in accordance with the laws of the Republic of South Africa.
  - 2.1.6 **"Peugeot Assistance"** means a comprehensive roadside assistance programme, details of which are contained in the Warranty and Service Book. It provides assistance in instances where the Vehicle breaks down and includes comprehensive benefits such as free medical advice, arrangement of emergency transportation and a 24 hour information service.
  - 2.1.7 **"Peugeot Authorised Repair Centre"** means a repairer having signed an agreement with PCSA enabling it to carry out aftersales services and warranty repairs on Vehicles.
  - 2.1.8 **"Routine Services"** means services required in accordance with the services schedule contained in the Warranty and Service Book.
  - 2.1.9 **"Vehicle"** means a new or used Peugeot vehicle purchased by the Client to which this Service Plan Agreement relates.
  - 2.1.10 **"Warranty Start Date"** means the date on which the Client takes delivery of the Vehicle, which date will be noted in the Warranty and Service Book.
  - 2.1.11 **"Warranty and Service Book"** means the warranty and service book in respect of the Vehicle., a copy of which has been furnished to the Client
- 2.2 In this Service Plan Agreement, except to the extent that the context requires otherwise or as expressly stipulated otherwise, the use of the word "including" followed by a specific example/s will not be construed as limiting the meaning of the general wording preceding it.

### 3. TERMS AND CONDITIONS

- 3.1 The Service Plan will commence upon the Warranty Start Date, and will run for the time length and the mileage stipulated in the agreement hereto titled "Service Plan Agreement", applicable to the vehicle under normal use and operating conditions.
- 3.2 In order for the Service Plan to remain valid, the Client must ensure that the Vehicle is serviced in accordance with the manufacturer's requirements contained in the Warranty and Service Book.
- 3.3 PCSA will, through its dealer network, carry out the necessary Routine Services in accordance within the schedules contained in the Warranty and Service Book. This will include, the supply of lubricants, necessary parts and labour to complete the Routine Services.
- 3.4 The Service Plan does not cover:
- 3.4.1 Any material modification of the Vehicle that would alter the manufacturer's specifications as contained in the Warranty and Service Book;
- 3.4.2 Any repairs that result from a breakdown or failure of any standard component installed by the manufacturer at the time of manufacture of the Vehicle, as these will be covered under the manufacturer's warranty contained in the Warranty and Service Book which is three years or 100 000 Km, from the Warranty Start Date which ever occurs first;
- 3.4.3 Any damage caused by collision, driver technique, negligence, recklessness, abuse or operating the Vehicle while under the influence of alcohol, drugs or any other substances that could impair a driver's ability to operate the Vehicle, civil unrest or acts of God;
- 3.4.4 Charges relating to the towing and recovery of the Vehicle, as these will be covered by Peugeot Assistance in which case Peugeot Assistance terms and conditions apply. This assistance contract is valid for three years or 100 000 Km which ever occurs first from the Warranty Start Date;
- 3.4.5 Any repairs resulting from the Client not adhering to the manufacturer's servicing requirements;
- 3.4.6 The use of non Peugeot specified approved lubricants as set out in the Warranty and Service Book;
- 3.4.7 Any damage caused by polluted or impure petrol or diesel;
- 3.4.8 Repairs by a party other than a Peugeot Authorised Repair Centre;
- 3.4.9 The repair and replacement of, tyres, wheel alignment, windscreens, side windows, interior trims (including carpets, seat covers, door panels etc.), paintwork and body panels, accessories, any aftermarket equipment, electrical, wiring, radios and associated components;
- 3.4.10 Service products needed between standard maintenance services, including fuel, engine oil, transmission oil, brake fluid, other lubricants;
- 3.4.11 Replacement of any item missing from the Vehicle. as a consequence of theft, loss and negligence by the Client;
- 3.4.12 Costs of:
- 3.4.12.1 Repairing any defect that existed at the time the Vehicle was delivered to you ("a pre-existing defect"), as this will be covered by the Peugeot warranty policy contained in the Warranty and Service Book;
- 3.4.12.2 Repairing any resulting defect that occurs because of a pre-existing defect, as this will be covered by the Peugeot warranty policy contained in the Warranty and Service Book;

- 3.4.12.3 Cleaning the Vehicle and its engine;
- 3.4.12.4 Valet services;
- 3.4.12.5 Any additives not specified by the manufacturer; such as engine and fuel additives (which include but are not limited to fuel line cleaners and fuel injector cleaners);
- 3.4.12.6 Costs incurred for modifications or additions of any accessories unless we are obliged by law to modify or add accessories. "Modification" in this clause includes upgrading emission systems, tyres, wheels, shock absorbers, or any other equipment fitted to or forming part of the vehicle. Maintenance or repairs directly resulting from such modifications are also excluded unless the attached confirmation of cover form specifically includes them. In the event that the modifications or repairs are necessitated by the institution of product recall campaigns by the Consumer Commission in accordance with the Consumer Protection Act 2008, PCSA will bear all costs associated with such product recall campaigns;
- 3.4.12.7 Charges incurred for the maintenance service outside South Africa, except if PCSA has given the Client its prior written approval for such repairs at an agreed value in South African Rand;
- 3.4.12.8 Repairs or replacements arising out of any consequential loss of whatever nature; and
- 3.4.12.9 The failure of or damage to any component or part caused by failure of any other part whether where such failure is occasioned by damage to such part by any object from an external source,
- 3.4.13 The replacement of any wear and tear parts, including, but not limited to, brake pads, brake discs, globes etc.

#### 3.5 The service Plan contract will only cover:

- 3.5.1 Oil filter, oil, fuel filter, air filter, passenger compartment filter element, spark / glow plugs, wiper blades, brake fluid and Anti freeze.

### 4. OBLIGATIONS OF THE CLIENT

#### 4.1 During the contract period, the Client agrees to:

- 4.1.1 Operate the vehicle in a safe and lawful manner as prescribed by the manufacturer and the National Road Traffic Act, 1996, as amended from time to time;
- 4.1.2 Not load the vehicle in excess of the specifications as laid out in the Warranty and Service Book;
- 4.1.3 Not carry more than the prescribed number of people as specified in the Warranty and Service Book;
- 4.1.4 Not modify the vehicle in any material respects without the written consent of PCSA;
- 4.1.5 Not tow any trailer or caravan, in excess of the specified weight limitations as laid out in the Owners Manual;
- 4.1.6 Not use the vehicle for ANY form of motorsport;
- 4.1.7 Not use the vehicle for rental, as a taxi or for driver tuition;
- 4.1.8 Present the Vehicle to a Peugeot Authorised Repair Centre, by prior appointment, on or before the manufacturer's recommended service interval. A leeway of 1500 Km, or 30 days, on either side of the service interval is allowed;

- 4.1.9 Ensure that the repair order is correctly completed and signed by the Client and the relevant Peugeot Authorised Repair Centre service advisor;
- 4.1.10 Ensure that the Warranty and Service book is provided to the Peugeot Authorised Repair Centre;
- 4.1.11 Ensure that any damage caused by accident damage and not covered by the Service Plan is repaired by a Peugeot Authorised Repair Centre;
- 4.1.12 Ensure that the Vehicle is kept in a roadworthy condition at all times;
- 4.1.13 Carry out a monthly check of the fluid levels and tyre pressures, and ensure that they are in accordance with PCSA specifications;
- 4.1.14 Notify PCSA as soon as possible of any failure in the Vehicle's odometer; and
- 4.1.15 Not interfere with, alter or vary the readings of the Vehicle's odometer.

## **5. LIMITATIONS**

- 5.1 PCSA will be obliged to provide the afore mentioned services during the contract period or until the maximum allowed kilometres have been reached, whichever occurs first.
- 5.2 The Client shall not be entitled to assign any of its rights or obligations in terms of this agreement to a third party, without the written consent of PCSA as the rights granted in terms of this agreement are personal to the Client.
- 5.3 Under no circumstances will the Client have any claim against PCSA for any loss or damage whether direct or consequential or for any loss of profit.

## **6. BREACH**

- 6.1 Should the Client be in breach of any of the provisions of this agreement and remains in breach for after 20 days written notification to rectify such breach has been received by the Client, PCSA reserves the right, without prejudice to any other rights it may have in the law, to cancel this agreement and recover, from the Client, any legal fees and other costs necessitated by the cancellation.
- 6.2 PCSA shall, be entitled by giving 20 days written notice of cancellation to cancel the agreement, in the event of:
  - 6.2.1 Any unauthorised material modification of the Vehicle;
  - 6.2.2 Any repairs carried out by a repairer other than a Peugeot Authorised Repair Centre on the Vehicle;
  - 6.2.3 Any tampering with the odometer;
  - 6.2.4 Failure on the part of the Client to service the Vehicle in accordance with the manufacturer's recommendations contained in the Warranty and Service Book; or
  - 6.2.5 The Client providing false information to the Peugeot Authorised Repair Centre or PCSA.
- 6.3 The effective date of the cancellation shall be the date on which the 20 day written notification period has expired. Thereafter Client shall have no further rights in respect of this Service Plan Agreement, nor will the Client be able to claim a refund for the balance of the Service Plan.

## **7. WAIVER**

- 7.1 PCSA shall not be liable to the client or any third party in respect of:
  - 7.1.1 Any loss or damage to any property left in or on the vehicle for any reason whatsoever, other than in instances of wilful default or gross negligence while the vehicle is in the care of PCSA or any of its authorised dealerships, for the purpose of this contract; or
  - 7.1.2 Any loss incurred by the client and any consequential or direct damages or loss of profit suffered or sustained by the client as a result of the failure of PCSA or its approved dealerships to perform any obligations in terms of this contract, unless such failure is due to the wilful default or gross negligence of either PCSA or its approved dealerships.

## **8. GENERAL**

- 8.1 This Service Plan Agreement and Warranty and Service Book constitute the sole record of the agreement between the Parties relating to the Peugeot service plan and no warranties, representation, undertaking, guarantee or any term or condition of whatever nature not contained and or recorded herein will be binding on any Party.
- 8.2 Any deviation amendment to this Service Plan Agreement must be agreed to in writing by both Parties.
- 8.3 If the Client is not the person signing this Service Plan Agreement, the person signing this Service Plan Agreement warrants that he/she is so authorised and that all information contained herein is true and correct.
- 8.4 It is the Client's obligation to operate and care for the Vehicle in accordance with the instructions set out in the Warranty and Service Record book.
- 8.5 The Warranty Start date referred to in 2.1 above shall be the date on which the vehicle is delivered to the end user.
- 8.6 In the event of any dispute between the Client and the Peugeot Authorised Repairer Centre, the dispute shall be referred to the Motor Industry Ombudsman of South Africa for a determination, which determination shall be final and binding.

## CONSUMER PROTECTION CLAUSES

KINDLY ANSWER THE QUESTIONS BELOW IN THE SPACE PROVIDED

Are you legally able to contract on your own behalf?  YES  NO

Are you 18 years old or older?  YES  NO

If you are under age 18, please arrange for your parent or guardian to sign here to indicate that they ratify this contract:

Full name of parent or guardian: .....

Address and telephone number for parent or guardian: .....

.....

Do you have a mental or physical disability which affects your ability to protect your interests in contacting with PCSA? .....

What is your highest educational qualification? .....

Do you understand English well enough to understand this contract?  YES  NO

Have you previously entered into a maintenance plan contract?  YES  NO

Agreed to and signed at ..... on this the ..... day of ..... 20.....

Signature: .....

## CHANGE OF ADDRESS OR OWNERSHIP

If you change your address or sell your vehicle, complete the form below and return to your nearest Peugeot Authorised Repair Centre.

Date: ...../...../.....  Change of address  Sale of the vehicle

V.I.N

NEW CONTACT DETAILS

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Customer Signature: .....

Date: ...../...../.....  Change of address  Sale of the vehicle

V.I.N

NEW CONTACT DETAILS

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Customer Signature: .....

Date: ...../...../.....  Change of address  Sale of the vehicle

V.I.N

NEW CONTACT DETAILS

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Customer Signature: .....

Date: ...../...../.....  Change of address  Sale of the vehicle

V.I.N

NEW CONTACT DETAILS

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Customer Signature: .....





**PEUGEOT**

V1/2011/PCSA