



## CUPRA Service Packs

### 1. Terms and Conditions

The services set out in this CUPRA Scheduled Service Pack are provided by Volkswagen Group Australia Pty Ltd ABN 14 093 117 876 trading as CUPRA Australia (CUPRA) of 895 South Dowling Street, Zetland NSW 2017 and applies to the purchase and operation of CUPRA Service Pack.

Please read this document carefully. It describes what is included in the CUPRA Service Pack, what is not included (either by reference to types of issues or services) and a consumer's rights which continue to apply under the Australian Consumer Law.

There are two (2) CUPRA Service Packs available for purchase by retail customers, which are set out in this document:

3-Year Service Pack (covering the first 3 Scheduled Services); and

2-Year Top up Service Pack (covering the 4<sup>th</sup> and 5<sup>th</sup> Scheduled Services)

### 2. In these Terms and Conditions:

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| <u>Agent</u>                                 | <u>means a person appointed by CUPRA Australia to sell CUPRA Vehicles.</u>  |
| <u>Concierge Service</u>                     | <u>means a pickup and drop off service as detailed in section 6.</u>  |
| <u>CUPRA</u>                                 | <u>means CUPRA Australia a division of Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876).</u>   |
| <u>CUPRA New Vehicle Warranty Start Date</u> | <u>means the date when a new CUPRA vehicle is delivered to the customer or is put into operation by an Authorised CUPRA Agent as a sales demonstrator or courtesy loan vehicle, in all cases, as recorded in CUPRA systems.</u> |
| <u>CUPRA Owner's Manual</u>                  | <u>means the booklet that is supplied with a CUPRA vehicle outlining instructions on how to use the vehicle.</u>  |
| <u>CUPRA Service Pack</u>                    | <u>means the purchase of vehicle servicing upfront for a specific period as stated on <a href="http://www.cupraofficial.com.au">www.cupraofficial.com.au</a> pursuant to these Terms and Conditions.</u>                        |
| <u>CUPRA Service Partner</u>                 | <u>means a person appointed by CUPRA Australia to sell CUPRA Parts and provide CUPRA service.</u>   |
| <u>CUPRA Service</u>                         | <u>means the provision of service in relation to any CUPRA Products distributed by the Distributor and includes Scheduled Service.</u>  |
| <u>CUPRA Vehicle</u>                         | <u>means CUPRA badged new vehicles distributed by CUPRA Australia and varied from time to time at the sole discretion of CUPRA Australia.</u>   |
|  | <u>means the period commencing at the CUPRA New Vehicle Warranty Start Date and expiring at the earlier of:</u>   |
|  | <u>3 Years/45,000km (whichever occurs first) for the scheduled servicing component in respect of the 3 Year Service Pack.</u>   |
| <u>Eligibility Period</u>                    | <u>5 Years/60,000km (whichever occurs first) for the 4<sup>th</sup> and 5<sup>th</sup> scheduled servicing component in respect of the 2 Year Top up Service Pack when purchased on top of the 3 Year Service Pack.</u>         |

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|                                    | means the list of model variants to which a CUPRA Service Pack applies, as updated by CUPRA from time to time including the following:   |
| <b>Eligible Model List</b>         | <ul style="list-style-type: none"> <li>• CUPRA Leon 140kW DSG 2WD, 180kW DSG 2WD, 180kW PHEV DSG 2WD</li> <li>• CUPRA Ateca 221kW DSG 4WD</li> <li>• CUPRA Formentor 140kW DSG 4WD, 180kW DSG 4WD, 228W DSG 4WD, 180kW PHEV DSG 2WD</li> </ul>   |
| <b>Eligible Vehicle</b>            | means any model variant set out in the Eligible Model List that is sold by an authorised CUPRA Agent, which have purchased either a 3 Year, or 2 Year Top up CUPRA Service Pack.   |
| <b>Eligible Vehicle Exclusions</b> | means an item that is excluded from coverage in the CUPRA Scheduled Service Pack, including any item listed in section 7 of this document.   |
| <b>First Purchaser</b>             | in respect of a vehicle, means the person who first purchased the vehicle from an Authorised CUPRA Agent.  |
| <b>Your Responsibilities</b>       | means the responsibilities of the customer, as set out in section 8 of this document.  |
| <b>Service Interval</b>            | means each interval of 15,000 kilometres or 12 months (whichever occurs first) within the Eligibility Period.  |
| <b>Scheduled Services</b>          | means the scheduled services to which you are entitled under the CUPRA Service Pack which cover the cost of parts, labour and fluids for the service items recommended at each Scheduled Service Interval by the vehicle manufacturer. The Schedule Services are limited to the items referred to in section 5 of this document. |
| <b>Service Schedule</b>            | means the official service schedule for all Eligible Vehicles (as per the factory standards) as may be amended from time to time.  |
| <b>Terms and Conditions</b>        | means the terms and conditions set out in this document.   |

Subject to these Terms and Conditions, the CUPRA Service Packs are available for in respect of an Eligible Vehicle at the price or rate listed on CUPRA's website at <https://www.cupraofficial.com.au/>.

During the Eligibility Period the relevant Scheduled Service items included within the CUPRA Service Pack will be carried out for no charge at any Authorised CUPRA Service Partner, subject to the Exclusions and Your Responsibilities.

### **3. When can a CUPRA 3 Year Service Pack be purchased?**

The applicable CUPRA Scheduled Service Packs can be purchased for Eligible Vehicles prior to the first Scheduled Service, with an odometer reading of no more than 15,000 km, and no more than 12 months since the commencement of the CUPRA New Vehicle Warranty Start Date.

### **4. When can a CUPRA 2 Year Top up Service Pack be purchased?**

The applicable CUPRA Service Pack can be purchased for Eligible Vehicles that has a 3 Year Service Pack, an odometer reading of no more than 15,000 km, and no more than 12 months since the commencement of the CUPRA New Vehicle Warranty Start Date.

## 5. What is covered under CUPRA Service Pack?

The applicable CUPRA Service Packs will cover the items in each of the Scheduled Services relevant to the Eligible Vehicle as set out in the Service Schedule. The standard items in each Scheduled Service include labour, parts, lubricants, and sundries which includes items such as oil and waste recycling and or removal, workshop supplies etc.

Additional items notated in the Service Schedule that are time based such as brake fluid replacement and pollen filter will be provided if their replacement becomes due whilst the vehicle is within the Eligibility Period.

## 6. What is Concierge Service?

- a) Concierge Service is eligible to customers who have purchased a 2-Year Top up Service Pack and is available for each Scheduled Service up to a total of 5 Years/60,000km (whichever occurs first).
- b) The service provides eligible customers the opportunity to have their CUPRA vehicle picked up from their nominated address for a Scheduled Service and returned to their nominated address.
- c) The nominated address for pick up and drop off must be within 10km from the chosen CUPRA Service Partner Facility and is available subject to the relevant participating CUPRA Service Partner's availability.
- d) Bookings for Concierge Service must be made at the time of the Scheduled Service booking.

## 7. What is not covered by the CUPRA Scheduled Service Pack (Exclusions):

- (a) Tyre rotation, balancing and wheel alignment where required.
- (b) Repair of accident damage to any body, driveline, or chassis components.
- (c) Additional maintenance due to modification from the original specification or the use of non-approved parts, fluids, or additives.
- (d) Normal wear and tear consumable items requiring replacement and parts requiring additional maintenance (including but not limited to clutch linings, brake discs and pads, brake linings, wiper blades, globes of all types (including Bi Xeon and LED), fuses, trims, diesel particulate filters, catalytic converters, all belts, water pumps, tyres, satellite navigation update disks and all other parts of your vehicle that have been subject to normal wear and tear);
- (e) Items or work required because of vehicle misuse or abuse or because of the vehicle not being driven in accordance with the manufacturer's specifications and guidelines.
- (f) Additional fluids and additives not specified in the Service Schedule.
- (g) Adjustments not specified in the Service Schedule.
- (h) Additional maintenance and repairs that may be recommended by your Authorised CUPRA Service Partner to suit your individual driving characteristics.
- (i) Service or maintenance of non-genuine CUPRA parts; and
- (j) Service, fitment, or maintenance of any accessories, including CUPRA accessories.

These Exclusions will be identified as separate additional items to the original CUPRA Scheduled Service Pack price. These additional items will be supplied at such rate as advised by an Authorised CUPRA Service Partner.

Note: Authorised CUPRA Service Partners are required to advise you if an Exclusion that requires additional service or maintenance work is necessary. It is their responsibility to inform you prior to that work being undertaken and your consent should be requested and obtained before the Authorised CUPRA Service Partner undertakes the additional service or maintenance work.

## **8. Your Responsibilities**

It is your responsibility to ensure that the Eligible Vehicle is presented at an Authorised CUPRA Service Partner during normal working hours for servicing at each of the Service Intervals. If you miss any Service Interval, it can result in additional work being required which may not be included in the CUPRA Service Pack and for which an additional charge may be payable.

You must also:

- (a) comply with the instructions in the CUPRA Owner's Manual and take all necessary steps to minimise any vehicle damage in the event of a vehicle defect or failure; and
- (b) maintain, operate and use the vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.

## **9. Transfers**

Subject to section 11 of this document, the entitlements of the CUPRA Service Packs remain with the Eligible Vehicle if the First Purchaser or any subsequent owner on-sells the Eligible Vehicle provided that, as at the time of re-sale, the vehicle has had all necessary Scheduled Services performed.

The Eligibility Period of the vehicle is not affected by any transfer of the vehicle.

## **10. Cancellations and refunds**

Except to the extent permitted by law, the CUPRA Service Pack is non-refundable and cannot be cancelled once purchased.

## **11. Statutory rights and liability**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

These Terms and Conditions should not be read as excluding, restricting, or modifying any rights and remedies available under the Australian Consumer Law.

CUPRA otherwise excludes or limits all terms, conditions, warranties, and guarantees implied by law or statute to the extent that the exclusion or limitation of those terms, conditions, warranties, and guarantees is permitted by law or statute and would not cause this provision to be void or unenforceable.

## **12. Keeping your details up to date**

The Australian Government requires manufacturers to be able to contact the current vehicle owner if any recall or service campaigns become necessary. Should you change your address or sell your vehicle, please call CUPRA Australia on 1800 607 822 between 8:00 am and 6:00 pm Monday to Friday (AEST) Australian Eastern Standard/ Daylight Savings time (excluding all National public holidays), or email [hello@mycupra.com.au](mailto:hello@mycupra.com.au).

## **13. Change of ownership**

Subsequent registered owners may obtain the benefit of any unexpired portion of the CUPRA 3- or 2-Year Top Up Scheduled Service Pack. Customers can contact CUPRA Contact Centre on (toll-free) 1800 607 822 between 8:00 am and 6:00 pm Monday to Friday (AEST) Australian Eastern Standard/ Daylight Savings time (excluding all National public holidays), or email [hello@mycupra.com.au](mailto:hello@mycupra.com.au).

Subsequent registered owners will be subject to all the provisions, limitations, and exclusions (including the Exclusions) set out in these Terms and Conditions.

#### **14. Privacy statement**

By accepting the services and benefits set out in these Terms and Conditions, you agree to your personal information being used and disclosed for the purpose of providing services pursuant to the CUPRA 3 or 2 Year Top up Year Scheduled Service Packs, sending service reminders as well as providing information about other products and services offered by CUPRA and its related companies. For further information, please see our privacy policy available on request or at [Privacy Policy | CUPRA \(cupraofficial.com.au\)](https://cupraofficial.com.au/Privacy-Policy).