



# Volkswagen Essential Service - Terms and Conditions

## 1. Introduction

The services set out in this Volkswagen Essential Service Terms and Conditions are provided by European Motor Distributors Ltd trading as Volkswagen New Zealand ("**Volkswagen NZ**") of 1 Nixon Street, Grey Lynn, Auckland and applies to the purchase and operation of Volkswagen Essential Service.

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

There is one Volkswagen Essential Service available for purchase by eligible retail customers, which is set out in this document.

## 2. Definitions

- (a) **Authorised Volkswagen Dealer** means a dealer authorised by Volkswagen NZ to sell new and/or demonstrator or used Volkswagen vehicles, parts and accessories and/or to perform Volkswagen warranty, service and repairs on such vehicles that are participating in offering Volkswagen Essential Service.
- (b) **Volkswagen Essential Service** means the Essential Service which includes Volkswagen approved engine oil and oil filter replacement; vehicle inspection with report made available to the customer; logbook stamp for oil change service; resetting of the service interval display; and 20% discount off the MRP for any additional Volkswagen genuine parts purchased and fitted at the time of the service.
- (c) **New Zealand Consumer Law** means the Consumer Guarantees Act.
- (d) **Digital Service Schedule** means vehicles that have their entire service history stored electronically in a secure digital data base.
- (e) **Eligible Vehicle** means any Volkswagen model variant over eight (8) years of age (from the vehicles Warranty Start Date or date of delivery of the vehicle to the original retail customer, whichever is sooner).
- (f) **Exclusion** means an item that is excluded from coverage in the Volkswagen Essential Service.
- (g) **Related Party** has the same meaning as section 291A of the *Companies Act 1993*.
- (h) **Scheduled Services** means the scheduled services set out within your Volkswagen Service Schedule Booklet, or within your local service schedule which cover the parts, labour and fluids for the service items recommended at each Service Interval by the vehicle manufacturer.
- (i) **Service Interval** means 15,000km or 12 months (whichever occurs first).
- (j) **Service Schedule Booklet** means the booklet that is supplied with a Volkswagen vehicle outlining the instructions on how to use the vehicle.
- (k) **Terms and Conditions** means the terms and conditions set out in this document.
- (l) **Vehicle Inspection** has the meaning given at section four (4) of these Terms and Conditions.
- (m) **Warranty Start Date** means from the date of delivery of the Volkswagen Eligible Vehicle to the original retail customer for new vehicles or date of first registration by the Volkswagen Dealer for demonstrator vehicles.

## 3. Inclusions

A **Volkswagen Essential Service** will include the following items:

- Volkswagen approved engine oil and a genuine oil filter replacement;
- detailed Vehicle Inspection with report made available to the customer;
- logbook stamp for oil change service;
- resetting of the service interval display; and
- 20% discount off the MRP for any additional Volkswagen genuine parts purchased and fitted at the time of the service.

## 4. Vehicle Inspections

The Vehicle Inspection conducted on Eligible Vehicles under the Volkswagen Essential Service are limited to the following:

- **Windscreen & Body:** visual check for damage;
- **Windscreen Wipers & Washers:** check function and top-up washers with water;
- **Horn & Lighting (Interior and Exterior):** check for damage and operation;
- **Battery:** check condition using approved Volkswagen battery tester and provide results in the digital report;
- **Engine including Ancillaries, Cooling and Fuel Systems:** visual check for leaks, levels and damage;
- **Underbody & Exhaust system:** visual check for fitment and damage;
- **Gearbox, Final drive, Steering & Suspension:** check for play, leaks and damage;
- **Wheels & Tyres:** check condition, record tread depth and adjust tyre pressures as necessary;



- **Tyre repair sealant:** check expiry date (if applicable);
- **Brakes:** check condition, brake fluid level and record brake pad thickness
- **Brake pipes and hoses:** check for leaks and damage
- **Service interval display:** reset using approved Volkswagen diagnostic tester; and
- **Road Test of vehicle**

## 5. Exclusions

Volkswagen Essential Service only covers what is specified in section three (3) and section (4) of this document and exclude the remaining items which are specified in the standard Volkswagen Scheduled Services in accordance with the Volkswagen Service Schedule Booklet or Digital Service Concept.

The following items are also Excluded from Volkswagen Essential Service and in addition to the exclusions listed above:

- tyre rotation and balancing and wheel alignment where required;
- tyres are excluded from the 20% discount off the RRP for any additional Volkswagen genuine parts purchased and fitted at the time of the service;
- repair of accident damage to any body, driveline or chassis components;
- additional maintenance due to modification from the original specification or the use of non-approved parts, fluids or additives;
- 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 updates and all other parts of your vehicle that have been subject to normal wear and tear);
- items or work required as a result of vehicle misuse or abuse or as a result of the vehicle not being driven in accordance with the manufacturer's specifications and guidelines;
- additional parts, fluids and additives not specified in the Volkswagen Scheduled Services;
- adjustments not specified in the Volkswagen Scheduled Services;
- additional maintenance and repairs that may be recommended by your Authorised Volkswagen Dealer to suit your individual driving characteristics;
- service or maintenance of non-genuine Volkswagen parts;
- service, fitment or maintenance of any accessories, including Volkswagen accessories;
- vehicle recovery, towing or other related travel costs; and
- work necessary due to fire, flood, force majeure, war, acts of terrorism or any other cause beyond the reasonable control of Volkswagen NZ.

Note: Participating Authorised Volkswagen Dealers 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 written consent should be requested and obtained before the Volkswagen Dealer undertakes the additional service or maintenance work.

## 6. Your responsibilities

It is your responsibility to ensure that the Eligible Vehicle is presented at a participating Authorised Volkswagen Dealer during normal working hours for servicing at each Service Interval.

You must also:

- (a) comply with the instructions in the Volkswagen Service Schedule Booklet 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.

## 7. Statutory Rights and Liability

These Terms and Conditions do not in any way exclude, restrict, limit or modify those rights or remedies under the New Zealand Consumer Law.

The carrying out of any work on the Vehicle under Volkswagen Essential Service may result in the loss of any user generated data electronically stored within the Eligible Vehicle (including data, songs or files stored on the Eligible Vehicle's hard drive). Please ensure that you have made a copy of any such data in an alternative media before delivering the Eligible Vehicle for any work under Volkswagen Essential Service. Volkswagen NZ excludes all liability incurred for any loss or damages arising from or in connection with the loss of electronically stored user generated data.



Volkswagen NZ 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.

These Terms and Conditions may be amended from time to time. Amendments are published on the Volkswagen website accessible at [www.volkswagen.co.nz](http://www.volkswagen.co.nz) and will take effect immediately on publication.

#### **8. Privacy Collection 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 the Volkswagen Essential Service, sending service reminders as well as providing information about other products or services offered by Volkswagen NZ, its Related Parties and Authorised Volkswagen Dealers.

Volkswagen's privacy policy is available at [Privacy and Disclaimers | Volkswagen NZ](#) and explains how you can access and correct your personal information, how you can make a complaint and how Volkswagen deals with privacy complaints.

#### **9. Further Information**

For further information, please contact your participating Authorised Volkswagen Dealer or Volkswagen Customer Care at [info@volkswagen.co.nz](mailto:info@volkswagen.co.nz).

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