



Service Plan

Customer Terms

July 2026

That's Hendy

HENDY GROUP LIMITED

SERVICE PLANS TERMS AND CONDITIONS

VERSION 1.0

These Terms and Conditions form part of the Service Plan Agreement between Hendy Group Limited ("Hendy") and the Customer and set out the rights and obligations of both parties.

By purchasing a Hendy Service Plan, the Customer confirms that they have read, understood and accepted these Terms and Conditions.

1. DEFINITIONS

In these Terms and Conditions the following words and expressions shall have the meanings set out below unless the context otherwise requires:

Balance means the total amount paid by the Customer towards the Service Plan less the value of any Services provided, cancellation fees, administration fees and any other sums properly deducted under this Agreement.

Cancellation Fee means the fee payable where the Service Plan is cancelled after expiry of the applicable cooling-off period.

Contract means the Service Plan Agreement together with these Terms and Conditions and any associated documentation issued by Hendy.

Customer means the individual named within the Service Plan Agreement.

Dealer Group means Hendy Group Limited together with any subsidiary company or authorised Hendy dealership participating in the Service Plan programme.

Eligible Vehicle means the vehicle identified within the Service Plan Agreement and accepted by Hendy for inclusion within the Service Plan.

Hendy, we, our, us or Service Plan Provider means Hendy Group Limited whose registered office is The Causeway, Southampton SO15 0NP.

Monthly Payments means recurring payments authorised by the Customer towards the Total Payment.

Service means the scheduled maintenance operations included within the selected Service Package.

Service Cost means the retail value of labour, parts and consumables supplied by Hendy in providing a Service.

Service Package means the level of servicing purchased by the Customer as shown within the Service Plan documentation.

Service Plan means the vehicle servicing agreement entered into between Hendy and the Customer.

Service Plan Agent means AU Assist Limited trading as AU Limitless, acting solely as Hendy's payment administration and technology platform provider.

Service Specification means the servicing schedule applicable to the Customer's selected Service Package.

Top-Up Payment means a payment requested where the available Balance is insufficient to meet the cost of Services requested by the Customer.

Total Payment means the total amount payable by the Customer under the Service Plan, inclusive of VAT where applicable.

Vehicle means the vehicle identified within the Service Plan Agreement.

2. THE CONTRACT

2.1 This Contract is between Hendy Group Limited and the Customer.

2.2 Hendy agrees, subject to these Terms and Conditions, to provide the Services included within the Customer's selected Service Package in consideration for payment of the Total Payment.

2.3 This Service Plan is a maintenance agreement only.

2.4 The Service Plan:

- is not a mechanical warranty;
- is not an insurance product;
- does not provide breakdown cover;
- does not cover repairs arising from component failure unless specifically included within the selected Service Package.

2.5 The Service Plan has no cash value and may not be redeemed against any other goods or services unless expressly agreed by Hendy.

3. VEHICLE ELIGIBILITY

3.1 A Service Plan may only be purchased for vehicles accepted by Hendy at the point of sale.

3.2 Hendy reserves the right to verify eligibility both before and after commencement of the Service Plan.

3.3 Hendy may refuse, suspend or cancel a Service Plan where:

- a) incorrect information has been supplied;
 - b) the Vehicle becomes ineligible;
 - c) ownership changes in circumstances not permitted by these Terms;
 - d) the Vehicle is used within the motor trade unless expressly accepted by Hendy;
 - e) fraud or deliberate misrepresentation is identified.
- 3.4 Should Hendy cancel a Service Plan under this clause, any refund shall be calculated in accordance with Clause 15.

4. PAYMENT

4.1 The Customer agrees to pay the Total Payment by:

- recurring card payment;
- Direct Debit; or
- any other payment method approved by Hendy.

4.2 Monthly Payments shall continue until the Total Payment has been received unless the Contract ends earlier.

4.3 Hendy reserves the right to vary future Monthly Payments where:

- VAT changes;
- legislation changes;
- the Customer transfers to another Service Plan;
- the Customer makes a Top-Up Payment.

4.4 The Customer shall ensure sufficient cleared funds are available on each payment date.

4.5 Hendy may suspend the Service Plan where payments remain outstanding.

5. SERVICE PLAN AGENT

5.1 AU Assist Limited trading as AU Limitless acts solely as Hendy's Service Plan Agent.

5.2 AU provides:

- payment processing;
- customer portal facilities;
- payment administration;
- subscription management;
- customer account administration;
- reconciliation services;
- customer communications.

5.3 AU does not provide the Service Plan.

5.4 Hendy remains solely responsible for:

- providing the Services;
- honouring the Service Plan;
- determining customer eligibility;
- calculating refunds;
- authorising cancellations;
- meeting all contractual obligations owed to the Customer.

5.5 All customer payments collected by AU are collected on behalf of Hendy.

5.6 Nothing within these Terms creates any contractual relationship between the Customer and AU Assist Limited.

6. SERVICES INCLUDED

6.1 Subject to these Terms and Conditions and receipt of the required payments, Hendy shall provide the Services specified within the Customer's selected Service Package.

6.2 The Services included within the Service Plan shall be those identified within the Service Specification applicable at the date the Service Plan is purchased unless subsequently amended in accordance with these Terms.

6.3 Services will be carried out using genuine manufacturer parts or approved equivalent quality parts where appropriate and in accordance with accepted industry standards.

6.4 Unless expressly stated within the Service Plan documentation, the Service Plan includes only the scheduled maintenance operations identified within the selected Service Package.

6.5 The Service Plan does not guarantee that a Service will be carried out on a specific date. All appointments remain subject to workshop capacity, technician availability and parts availability.

6.6 Hendy reserves the right to amend service procedures where required by:

- a) manufacturer technical updates;
- b) legislative requirements;
- c) health and safety requirements;
- d) environmental obligations;
- e) technological improvements.

Such amendments shall not materially reduce the overall benefit of the Service Plan.

7. EXCLUSIONS

7.1 Unless expressly included within the selected Service Package, the following are excluded from the Service Plan:

- a) repairs arising from mechanical or electrical failure;
- b) diagnostic investigations outside the scope of the scheduled Service;
- c) accident damage repairs;
- d) bodywork or paint repairs;
- e) tyres, puncture repairs and wheel alignment;
- f) batteries;
- g) air conditioning servicing or refrigerant recharge;
- h) MOT tests;
- i) recovery services;
- j) fuel;
- k) AdBlue®, screen wash and other consumables not included within the scheduled Service;
- l) software upgrades unless required as part of the scheduled Service;
- m) courtesy vehicles, vehicle collection or delivery services unless specifically included;
- n) repairs resulting from misuse, neglect, accident damage or external influence.

7.2 Hendy reserves the right to decline any claim where the Vehicle has been modified in a manner that has caused or materially contributed to the repair or maintenance requirement.

Examples include, but are not limited to:

- engine remapping;
- performance tuning;
- suspension modifications;
- non-approved electrical installations;
- non-manufacturer powertrain modifications.

8. CUSTOMER RESPONSIBILITIES

8.1 The Customer shall:

- a) maintain all Monthly Payments in accordance with this Agreement;
- b) arrange Service appointments when due;
- c) present the Vehicle at the agreed time;
- d) provide all keys, security devices and locking wheel nut keys where applicable;
- e) ensure sufficient fuel is available for servicing and testing;
- f) advise Hendy of any known faults affecting safe working.

8.2 The Customer remains responsible for ensuring the Vehicle is serviced at the intervals required to

maintain any applicable manufacturer warranty.

8.3 Hendy accepts no responsibility for loss arising solely because the Customer fails to present the Vehicle for servicing at the appropriate interval.

8.4 If the Customer fails to attend a confirmed appointment without reasonable notice, Hendy reserves the right to require a new appointment and may recover any reasonable costs incurred.

9. WORKSHOP APPOINTMENTS

9.1 All Services shall be carried out by prior appointment.

9.2 Hendy shall use reasonable endeavours to offer appointments within an appropriate timescale but cannot guarantee availability on any specific date.

9.3 Service appointments remain subject to:

- workshop capacity;
- technician availability;
- parts availability;
- manufacturer technical campaigns;
- circumstances outside Hendy's reasonable control.

9.4 Hendy may postpone or rearrange appointments where reasonably necessary.

9.5 Where delays arise due to circumstances beyond Hendy's reasonable control, Hendy shall use reasonable endeavours to offer the next available appointment.

10. EARLY SERVICES AND TOP-UP PAYMENTS

10.1 Monthly Payments are calculated on the basis that Services will be carried out at the intervals applicable to the selected Service Package.

10.2 Where the Customer requests a Service before sufficient Monthly Payments have been received to meet the Service Cost, Hendy may require a Top-Up Payment before commencing the Service.

10.3 Any Top-Up Payment shall reduce the amount required to be collected through future Monthly Payments and Hendy may adjust the remaining payment schedule accordingly.

10.4 Any adjustment to future Monthly Payments shall be communicated to the Customer before taking effect.

10.5 If a Service is cancelled after a Top-Up Payment has been made, Hendy shall refund any unused Top-Up Payment after deducting:

- a) the cost of work already undertaken;
- b) parts ordered specifically for the Vehicle;
- c) any non-recoverable third-party costs reasonably incurred.

10.6 Nothing in this clause obliges Hendy to provide Services where insufficient funds have been paid into the Service Plan.

11. MISSED PAYMENTS

11.1 The Customer shall ensure that sufficient cleared funds are available on each scheduled payment date.

11.2 Where a Monthly Payment is unsuccessful, Hendy or its Service Plan Agent may attempt to collect the payment again using the payment method authorised by the Customer.

11.3 Hendy may contact the Customer to arrange payment of any outstanding amount and to update payment details where necessary.

11.4 Where Monthly Payments remain outstanding, Hendy may:

- a) suspend the Service Plan;
- b) refuse to carry out any further Services until payments have been brought up to date;
- c) require payment of the outstanding Balance before further Services are provided.

11.5 During any period of suspension, the Customer shall continue to remain liable for all Monthly Payments due under the Service Plan.

11.6 Persistent failure to maintain payments may result in cancellation of the Service Plan in accordance with Clause 13.

11.7 Hendy reserves all legal rights to recover any outstanding sums owed under this Agreement.

12. COOLING-OFF RIGHTS

12.1 Where the Customer purchases the Service Plan as a consumer, they may cancel the Contract within fourteen (14) calendar days of:

- a) the date the Service Plan is purchased; or
- b) where applicable, the date on which these Terms and Conditions are received, whichever is later.

12.2 If cancellation occurs during the cooling-off period and no Service has been carried out, Hendy will refund all monies paid.

12.3 If the Customer expressly requests that servicing commences during the cooling-off period and a Service has been provided before cancellation, Hendy may deduct the reasonable value of the Services already supplied before issuing any refund.

12.4 Refunds will be made using the original payment method wherever reasonably practicable.

13. CANCELLATION AFTER THE COOLING-OFF PERIOD

13.1 The Customer may cancel the Service Plan at any time by contacting Hendy.

13.2 Where cancellation occurs after expiry of the cooling-off period, Hendy shall calculate the refund due as follows:

Total Payments Received

less

- the retail value of all Services already provided;
- any manufacturer-approved parts and consumables supplied;

- any applicable administration charge;
- any agreed Cancellation Fee;
- any outstanding Monthly Payments that have fallen due.

13.3 If the value of Services already provided exceeds the amount paid into the Service Plan, the Customer shall remain liable for the outstanding balance.

13.4 Hendy shall provide details of the cancellation calculation upon request.

13.5 Cancellation shall take effect once Hendy confirms acceptance of the cancellation request.

13.6 Following cancellation, no further Services may be claimed under the Service Plan.

14. CANCELLATION BY HENDY

14.1 Hendy may terminate the Service Plan immediately where:

- a) the Customer commits fraud;
- b) payment information has been deliberately falsified;
- c) the Vehicle was not eligible for the Service Plan;
- d) the Customer materially breaches these Terms and fails to remedy that breach within a reasonable period where capable of remedy;
- e) continued operation of the Service Plan would breach applicable law or regulatory requirements.

14.2 Hendy may also cancel the Service Plan where Monthly Payments remain unpaid for a continuous period of sixty (60) days after reasonable attempts have been made to recover the outstanding amounts.

14.3 Where Hendy cancels the Service Plan, any refund shall be calculated in accordance with Clause 13 unless cancellation results from fraud or deliberate misrepresentation, in which case Hendy reserves the right to recover all losses suffered.

15. TRANSFER OF THE SERVICE PLAN

15.1 Subject to Hendy's prior written approval, the Service Plan may be transferred to:

- a) a replacement vehicle purchased through Hendy, where the replacement vehicle is eligible for a Service Plan; or
- b) a subsequent private owner of the Vehicle.

15.2 Hendy reserves the right to refuse any transfer where:

- the replacement Vehicle is not eligible;
- payments are outstanding;
- the Customer is in breach of these Terms;
- the Service Plan has already been cancelled.

15.3 Hendy may charge a reasonable administration fee for processing a transfer.

15.4 Any transferred Service Plan shall remain subject to these Terms and Conditions.

15.5 The remaining Balance, Services and duration of the Service Plan shall transfer only to the extent approved by Hendy.

16. REFUNDS

16.1 Any refund due under this Agreement shall be calculated in accordance with Clause 13.

16.2 Hendy shall normally process approved refunds within twenty-eight (28) days of agreeing the final refund amount.

16.3 Refunds shall be paid to the original payer unless Hendy is required by law or court order to make payment to another person.

16.4 No interest shall be payable on any refund.

16.5 Hendy reserves the right to offset any outstanding debt owed by the Customer before issuing a refund.

16.6 Refund calculations made by Hendy shall be final unless an error is identified.

17. LIMITATION OF LIABILITY

17.1 Nothing in these Terms and Conditions shall limit or exclude Hendy's liability where such limitation or exclusion is prohibited by law, including liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) any breach of statutory rights which cannot lawfully be excluded or restricted.

17.2 Subject to Clause 17.1, Hendy's liability under or in connection with the Service Plan shall be limited to the total amount paid by the Customer under the Service Plan.

17.3 Hendy shall not be liable for any:

- a) indirect or consequential loss;
- b) loss of profits;
- c) loss of earnings;
- d) loss of business;
- e) loss of goodwill;
- f) loss of opportunity;
- g) loss arising from delays in obtaining parts or manufacturer approvals;
- h) loss arising from circumstances beyond Hendy's reasonable control.

17.4 Hendy shall not be liable for any deterioration, mechanical failure or consequential damage arising from the Customer continuing to operate the Vehicle after becoming aware of a fault.

17.5 Nothing in this Agreement guarantees that a Vehicle will remain roadworthy or free from mechanical failure.

18. FORCE MAJEURE

18.1 Hendy shall not be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control.

18.2 Such circumstances include, but are not limited to:

- industrial disputes;

- extreme weather;
- flood;
- fire;
- epidemic or pandemic;
- war;
- terrorism;
- civil unrest;
- interruption of utilities;
- cyber attack;
- supplier failure;
- manufacturer parts shortages;
- government restrictions;
- failure of communications or IT systems.

18.3 Hendy shall use reasonable endeavours to resume performance as soon as reasonably practicable.

19. DATA PROTECTION

19.1 Hendy shall process the Customer's personal data in accordance with applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

19.2 Personal data may be processed for the purposes of:

- a) administering the Service Plan;
- b) collecting payments;
- c) arranging servicing appointments;
- d) maintaining customer records;
- e) fraud prevention;
- f) legal and regulatory compliance;
- g) customer communications relating to the Service Plan.

19.3 Hendy may share relevant personal information with:

- authorised Hendy dealerships;
- AU Assist Limited for payment administration and customer account management;
- payment providers;
- regulatory authorities where legally required;
- carefully selected service providers acting on Hendy's behalf.

19.4 Personal information shall not be sold to third parties.

19.5 Further information regarding the processing of personal data is contained within Hendy's Privacy Notice available on the Hendy website.

20. FRAUD AND MISREPRESENTATION

20.1 Hendy reserves the right to investigate any suspected fraudulent activity relating to the Service Plan.

20.2 Where Hendy reasonably believes that:

- a) false information has been provided;
- b) documents have been altered;

c) payments have been obtained dishonestly;
d) the Service Plan has been deliberately misused;
Hendy may immediately suspend or terminate the Service Plan.

20.3 Hendy reserves the right to recover all losses arising from fraudulent activity and may report suspected criminal conduct to the appropriate authorities.

21. COMPLAINTS

21.1 Hendy aims to provide a high standard of customer service.

21.2 Should the Customer wish to make a complaint regarding the Service Plan, they should contact Hendy's Customer Services Department using the contact details available on the Hendy website or within the Service Plan documentation.

21.3 Hendy shall investigate all complaints fairly and respond within a reasonable period.

21.4 If the complaint relates solely to payment processing or administration undertaken by AU Assist Limited, Hendy may liaise directly with AU to resolve the matter on the Customer's behalf.

21.5 Nothing in this clause affects the Customer's statutory rights.

22. GENERAL

22.1 Hendy may amend these Terms and Conditions where reasonably necessary to:

- reflect changes in legislation;
- reflect regulatory requirements;
- improve administration;
- reflect changes in technology;
- correct errors or omissions.

22.2 No amendment shall materially reduce the benefits already purchased under an existing Service Plan without the Customer's agreement.

22.3 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22.4 Failure by Hendy to enforce any right under these Terms shall not constitute a waiver of that right.

22.5 The Customer may not assign or transfer this Agreement except as expressly permitted under Clause 15.

22.6 Hendy may assign or transfer its rights and obligations under this Agreement to another company within the Hendy Group or to a successor business, provided this does not adversely affect the Customer's rights.

22.7 These Terms and Conditions, together with the Service Plan Agreement, constitute the entire agreement between Hendy and the Customer in relation to the Service Plan.

22.8 The Customer acknowledges that they have not relied upon any representation not expressly

contained within this Agreement.

23. GOVERNING LAW AND JURISDICTION

23.1 These Terms and Conditions and the Service Plan shall be governed by and construed in accordance with the laws of England and Wales.

23.2 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement, save where mandatory consumer protection legislation provides otherwise.

24. CONTACT DETAILS

Questions regarding the Service Plan should be directed to:

Hendy Group Limited

Hendy Group Limited,
School Lane,
Chandler's Ford Industrial Estate,
Eastleigh, Hampshire, SO53 4DG