

EMIRA V6
SERVICE PLAN
POLICY DOCUMENT





LOTUS EMIRA V6 SERVICE PLAN PEACE OF MIND

In these uncertain times, you have the chance to protect the servicing of your new Lotus Emira V6 against rising inflation and any future price increases that may happen. Just pay a fixed, one-off payment, with a saving against normal service prices to cover all the routine service costs for your new Lotus Emira V6 for the first three years of ownership.

The service plan cost for your Emira is paid upfront for this full three-year period, meaning. If you ever come to sell your Lotus Emira, you have the option to transfer the plan to a new owner, within the price you agree. The Service Plan will continue to be linked to it until the end of the Term. The Emira V6 Service Plan can be used at any Lotus Authorised Repairer in the UK, giving you flexibility on future servicing to meet your needs; the Lotus Authorised network is your guarantee of aftersales quality and expertise, as only Lotus Authorised technicians have received full factory training and qualification in Emira service and maintenance, ensuring peace of mind.

Your one-off payment is held by Lotus in a central fund to pay the Lotus Approved Repairer servicing your Emira in years to come. There's a saving against normal servicing prices, and once at the Authorised Repairer, you'll only pay for wear and tear items, plus accessories or upgrades.





SERVICE PLAN TERMS AND CONDITIONS

1. 1.1. These are the terms and conditions (**Terms**) that apply when You buy a Service Plan from Lotus using our Site www.lotuscars.com. They are not the same as the terms and conditions which apply to your use of the Site which can be reviewed at <https://www.lotuscars.com/en-GB/terms-conditions/>.
- 1.2. These Terms may change over time so please make sure you read them carefully before you place a Service Plan. We suggest that you also keep a copy of these Terms for the future. These Terms will explain the conditions relevant to the Service Plan along with certain rights that you have. If we change the terms and conditions we will use reasonable efforts to tell you in writing about the changes that we have made.
2. **Who we are.** We are Lotus Technology Innovative Limited, a company registered in England and Wales. Our company registration number is 13337498 and our registered office is at Unit 6, Doyle Drive, Blackburn Road Industrial Estate, Coventry, CV6 6NW. Our registered VAT number is GB 437067978. **“Lotus”**.
3. **How to contact us.** You can contact us by telephoning our customer service team at 03300 948 047 or by writing to us at ukcustomercare@eu.lotuscars.com.
4. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
5. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails and communications made available to you on the Site.
6. **Who is selling you the Service Plan?** Lotus will be the Service Plan Provider.



7. Further Definitions and Interpretation

7.1. In these Terms and Conditions, the following words and terms shall mean the following:

Additional Work	means any services, labour required to repair or replace parts, consumables and components which would not ordinarily be included in a routine 10,000 mile service for a V6 engine variant of the Lotus Emira.	Service Plan Provider	means Lotus Technology Innovative Limited.
Agreement	means this agreement between the Customer (You) and Lotus which is governed by these Terms and Conditions.	Services	means the routine maintenance services relevant to your Emira at the appropriate service intervals as specified in the Service Specification.
Authorised Repairer	means any motor vehicle repairer who has entered a contract with Lotus to be an authorised repairer.	Service Specification	means the Manufacturer or Agents recommended service intervals and operations for the Vehicle current at the date of this Agreement. For the avoidance of doubt, the Service provider retains the right to specify the applicable service intervals and operations.
Customer	means the You as the buyer of the Service Plan.	Site	www.lotuscars.com
Emira	means a V6 engine variant of the Lotus Emira car.	Term	means whichever comes first (a) the completion of three Services at approximately 10,000-mile intervals; or (b) three years from registration of the Service Plan.
Lotus Agent	means any sales or marketing agent of Lotus.	You	means the person who has entered into this Agreement for whom Lotus has agreed to perform the Services.
Lotus Centre	means a Lotus Agent or Authorised Repairer undertaking Servicing.	We	means Lotus Technology Innovative Limited.
Purchase Price	means the price of the Service Plan stated on our Site when You placed Your order for the Emira.		
Service Plan	means a series of 3 routine 10,000-mile Services to be carried out to your Emira over a maximum period of 3 years.		



7. Further Definitions and Interpretation continued

- 7.2. Headings are included for ease of reference only and shall not affect the interpretation or construction of the agreement.
- 7.3. A reference to a person includes a reference to a firm, a body corporate, an unincorporated body, association or authority.
- 7.4. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms or the generality of the related general words.

8. Acceptance. Our acceptance of your Service Plan will take place when we email You to accept it, at which point a contract will come into existence between You and Us, and your Service Plan will be activated.

9. Individual Service Plan number. We will assign You a Service Plan number that you must communicate to any Lotus Centre that Services your Emira under the Service Plan.

10. Service Plan linked to Emira. The Service Plan is specific to your Emira and may only be used at Lotus Centres in the United Kingdom.

11. What is covered. The Lotus Service Plan covers the cost of the following service items: routine labour in replacing oil, oil filter, oil drain plug, pollen filter, air filter, brake fluid, vehicle check, spark plugs, engine and chargecooler coolant, transmission oil, transmission drain gasket, drive belt and recording that the Service has been completed. Additional Work is excluded from your Service Plan and you will be responsible for the cost of Additional Work.



12. Work that is done to your Emira. The Lotus Centre will tell you what they have done to your Emira at the time they carry out a Service. You will be notified of the Work carried out under the Service Plan by the Lotus Centre carrying out the Service. The Service Plan excludes the cost of any servicing which is not carried out by a Lotus Centre. If your Emira is serviced or repaired by a party who is not a Lotus Centre then you will be liable for the costs in full. The Service Plan does not cover items requiring replacement or repair which in Lotus reasonable opinion are due to excessive wear and tear, neglect or misuse.

13. Additional Work not covered by the Service Plan. Lotus or the relevant Lotus Centre Servicing your Emira will determine if you require any Additional Work. You are responsible for the cost of any Additional Work and you will be invoiced by the Lotus Centre looking after your Emira. Any additional work will be determined at Lotus or the Lotus Centre discretion acting reasonably. You do not have to instruct the Lotus Centre to undertake any Additional Work not covered by the Service Plan.

14. Lotus Manufacturer Warranty. We reminded You that your Emira is provided with 3-year manufacturers warranty (there is a separate option to buy an extended warranty). We ask you to familiarise yourself with the warranty terms and conditions so the warranty is not invalidated, for example, by failing to meet the servicing requirements for your Emira or replacing parts needed as a result of Additional Work with non-conforming parts fitted by an unsuitable repairer. We remind you that it is your responsibility to arrange for your Emira to be Serviced and repaired and that you should not neglect issues that you become aware of.

15. Service Plan is connected to your Emira. The Service Plan is linked to your Emira and cannot be transferred to another vehicle. If you sell your Emira the Service Plan will continue to be linked to it until the end of the Term. Lotus will not refund you for any unused Services when you sell your Emira so it is your responsibility to ensure that you are satisfied with any sum you receive in exchange for selling your Emira.



3. DEFINITIONS AND INTERPRETATION CONTINUED

16. Changing the Service Plan or Service content.

Lotus may change the Service Plan and Servicing offered in any of the following situations:

- (a) if a change is required because of a change in relevant law or regulations;
- (b) to reflect changes needed for technical reasons;

17. Purchase Price of the Service Plan. The Purchase Price of Your Service Plan will be the VAT inclusive price stated on our Site when You placed Your order for the Emira. Lotus Customer Services team will register the Service Plan for you on the date that you take delivery of your Emira and the Service Plan will then continue for the Term.

18. Your right to Cancel this Agreement within 14 days. Because you have entered into this Agreement online it constitutes a contract for products and services bought over distance. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations

2013 give You the right to withdraw from the purchase of goods or services within fourteen calendar days of them being delivered or made available to You. In the case of this Service Plan You have a right to cancel and receive a full refund of any monies paid by You, within fourteen calendar days of your receipt of your Emira connected to this Service Plan, provided that no Services have been carried out under the Service Plan. If You wish to exercise Your right to cancel, You should contact us using the contact information in Section 1 above or by completing the standard cancellation form available on our Site.

19. Consumer Rights. Nothing in this Agreement will affect your legal rights as a consumer. If you would like more information on your rights you should contact your local Citizens Advice Bureau or seek independent legal advice.

20. Data Protection. A summary of how we will use your personal information can be found in our privacy policy on the Site.



21. Liability.

- 21.1. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 21.2. To the extent we are able to restrict our responsibility by law, we will not be responsible to you for any indirect or consequential losses or loss of income or revenue, loss of business, loss of profit, loss of opportunity, or loss of anticipated savings (whether direct or indirect).
- 21.3. To the extent we are able to exclude our responsibility by law, we exclude all implied representations, warranties, terms and conditions from the Agreement.
- 21.4. Subject to the above, our maximum total liability to you under or in connection with the Service Plan and this Agreement shall not exceed the Purchase Price of the Service Plan.

22. Circumstances outside of our control.

- 22.1. We will not be responsible for any failure by us to perform the Agreement or any delay in performing the Agreement which is caused by a circumstance or event outside of our control (Circumstance Outside of Our Control). Circumstances or events which may be included in this section are riots, acts of terrorism or war, civil disruption, strikes, fire, flood, other natural disasters, supply chain restrictions or delays in manufacturing which are outside of our control, pandemics and accidents relating to the Car. Other circumstances or events may also be included if they are outside of our control.
- 22.2. If our or a Lotus Centres supply is delayed by a Circumstance Outside of Our Control, then we will contact you as soon as possible to let you know and we will do what we can to reduce the delay. If we do this, we will not be responsible for delays. If there is a delay because of Circumstances Outside of Our Control you may contact us to end the Agreement and receive a proportionate refund for unused Services in the Service Plan.



22.3. If a Circumstance Outside of Our Control occurs which affects our performance of the Agreement after you have paid the Purchase Price we will notify you as soon as possible. Our responsibilities to you under the Agreement will be temporarily delayed and the agreed date by which we must perform our responsibilities will be extended until the Circumstance Outside of Our Control as ended.

23. Miscellaneous.

23.1. If a court finds part of the Agreement is illegal, invalid or otherwise unenforceable, the remaining parts of the Agreement will continue in full force and effect.

23.2. Subject to the Service Plan transferring with the Emira when you sell it as described in section 15 above. You may not transfer any of your rights or obligations under the Agreement to any other person. We may transfer our rights or obligations under the Agreement to another person provided that this will not affect your rights under the Agreement or Your rights as a consumer.

23.3. The Agreement does not give rise to rights that are enforceable by any person who is not party to the Agreement.

23.4. If we do not exercise or enforce a right under these Terms against you at any time, this does not prevent us from doing so at a later date.

23.5. The Agreement sets out the entire agreement between you and Us relating to the purchase of a Service Plan. The Agreement will replace any prior discussions or agreement between you and us relating to the purchase of a Service Plan.

23.6. These Terms and the Agreement are governed by English law and you and we both agree that we will issue any legal proceedings in connection with any dispute or claim arising in relation to these Terms and the Agreement in the courts of England and Wales.



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