

SINCLAIR DIRECT



New Owners Guarantee Plan



The Second Home of Your New Car

Thank you for purchasing your new vehicle from Sinclair Direct and hope that you will have enjoyable motoring.

Please make Sinclair Direct your first port of call for all service requirements whether you have taken advantage of our Optional Service Plan or are paying for this separately.

It is our intention to give you the same level of service throughout the ownership of your new vehicle as when you bought it - we want you to think of Sinclair Direct as 'the second home of your new vehicle', to buy from us again and to recommend us to all your friends and family.

As a gesture of gratitude introductory vouchers are contained at the rear of this brochure.

This booklet contains useful information on your new vehicle and defines the terms and conditions of the dealer guarantee, please read it carefully and if you require any advice or instruction then please telephone our vehicle maintenance department on

01656 668844

or e mail

maintenance@sinclair-fl.co.uk



Guarantee

Please read this document carefully and make sure you understand and comply with these terms and conditions. Failure to do so may affect any claim which may arise and could lead to the Policy becoming void.

This Agreement and its terms and conditions, detailed here, are between the vehicle owner and Sinclair Direct.

Please keep this document in a safe place and retain for future use.

A copy of this agreement can be found on our website –

www.sinclairdirect.co.uk

Contact Information

Address	Sinclair Direct Hernston Business Park Bridgend CF31 3NB
Telephone	01656 668844
Maintenance	Option 3
Used Vehicle Sales	Option 2
Fax	01656 673111
E mail	maintenance@sinclair-fl.co.uk
Websites	www.sinclairdirect.co.uk www.sinclair-fl.co.uk

Definitions



DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this agreement.

Sinclair Direct: is a trading style of Sinclair Finance & Leasing Co Ltd (hereafter called SFL) whose company registration number is 02063682 , registered office c/o Celtic Court, Tremains Road, Bridgend CF31 1TZ.

SFL trading address is Hernston Business Park, Bridgend CF31 3NB.

Dealer/We/Us/Our: Sinclair Direct and is its guarantor.

Geographical Limits: this Agreement is valid only in the United Kingdom.

Mechanical Breakdown: is the failure of an item included under the "What is included?" causing a sudden stoppage of function, for a reason other than wear and tear, deterioration or negligence.

Mechanical Breakdown Warranty: provided in relation to the Vehicle specified in the Schedule and subject to the "General Conditions" and "What is not included?" and the other terms of this Agreement.

Owner/You/Your: the registered owner of the Vehicle forming the subject matter of this Agreement as specified in the Schedule

Schedule: the schedule attached to this Agreement.

Vehicle: the vehicle specified in the Schedule.

Guarantee Period: the period this Agreement is in force as indicated on the Schedule.

WHAT IS INCLUDED?

This policy covers all mechanical and electrical parts (including labour to fit them), of the Vehicle against mechanical breakdown.

IN ADDITION

Oil Seals

Crankshaft front seal, camshaft oil seal, auxiliary shaft, oil seal, gearbox rear seal, drive shaft(s) seals and differential pinion seal. Also any oil seal required on the engine or gearbox as part of a valid Mechanical Breakdown.

Working materials

Oils, oil filter and antifreeze are included only if it is essential to replace them as part of an agreed claim.

Casings

If any of the parts included fail and this damages the casings, they will also be included only as part of an agreed claim.

Air Conditioning System

In the event of a valid claim, maximum contribution to system re-gas is £60.00 inc VAT.

WHAT IS NOT INCLUDED?

Mechanical Breakdown recovery is not included in this dealer guarantee

Parts excluded

Cracked or porous cylinder heads and blocks, burnt valves, carbon deposits and any skimming/pressure testing. Body, paint, glass, interior/exterior trim, entertainment/communication systems and connected equipment including satellite navigation. Catalytic converters, wheels, airbag and system, electrical wiring and wiring looms. Wear and tear/service items and other components subject to routine maintenance or periodic repair or replacement such as plugs, HT leads, brake frictional material, clutch facings, cables, wiper blades/rubbers, V belts, hoses, pipes, cables, light bulbs/units, tyres, batteries, exhaust systems.

Sinclair Direct shall not be liable under the Dealer Guarantee Agreement:

- 1 For any breakdown which is reported to Sinclair Direct more than 14 days after the relevant fault is discovered;
- 2) For any breakdown where the repair has not commenced within 14 days of the relevant fault being reported to Sinclair Direct.
- 3) If the Vehicle is used for any kind of timed competition, race or excessive driving style or practice.
- 4) If the Vehicle is customised or modified after commencement of this Agreement;
- 5) If the Vehicle is used for hire or reward (for example, taxi's, self-drive hire or driving schools).
- 6) For damage caused by:
 - neglect;
 - corrosion;
 - any foreign matter getting into or onto a part;
 - the use of a grade of fuel not recommended by the manufacturers of the Vehicle or from the use of inadequate or improper antifreeze protection;
 - failure to maintain the Vehicle in a roadworthy condition, including maintenance of oil and coolant;
 - failure to follow the service Schedule as per "General Conditions";
 - the effects of over-heating, whether caused by an insured part or not;
 - freezing;
 - abuse;
 - subjecting the Vehicle to a load greater than that permitted by law or the manufacturer's recommendations;
 - fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped therefrom or any extreme cause.
- 7) No liability will be accepted for:
 - wear and tear or the gradual reduction in operating performance commensurate with the age and mileage covered by the Vehicle. This includes, but is not limited to;
 - the gradual loss of engine compression necessitating the repair of valves or rings;
 - the gradual increase in oil consumption due to normal operating functions;
 - negligence or wilful damage (including continuing to drive the Vehicle when it is not mechanically sound);
 - the effects of poor repairs, faults or defects at the time of the sale;
 - parts which have been fitted incorrectly by the owner or a third party.
 - parts which are of faulty manufacture or design; or subject to recall, repair or replacement by the manufacturer;
 - parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand;
 - damage to parts not included by the Agreement or consequential damage; or
 - cost of diagnosis or testing without prior authority from Sinclair Direct. The amount of time allowed for labour will be in line with the ICME standard repair times;
 - damage to parts We include caused by parts not included by the Agreement;

- routine servicing or repair,
- good engineering practice (any parts which have not failed but have been reported and advised or recommended to be replaced during routine servicing and/or repair or at the time a repair is in progress);
- any damage caused by fire, accident or any road hazard;
- any loss, damage, liability or bodily injury arising directly or indirectly from the failure of a covered component;
- damage caused by war risks, sonic booms or nuclear radiation.

General Conditions



GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of the Dealer Guarantee. If you do not comply with them we may at our option cancel the warranty or refuse to deal with the your claim or reduce the amount of any claim payment.

1) Duty of Care

You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to the Vehicle.

2) Fraud

If you or anyone acting on your behalf makes a claim which is at all false or fraudulent, or supports a claim with any false or fraudulent document device or statement, this Dealer Guarantee shall be void.

3) Servicing

If the Vehicle has full service history then you must continue to service the Vehicle in accordance with the manufacturer's stipulated service schedule.

If the Vehicle has no or part service history then the Vehicle must be serviced by Sinclair Direct maintenance department or a VAT registered garage, six months or 6,000 miles [whichever is the sooner] from the date of purchase of the Vehicle and thereafter either at the manufacturer's service schedule or at intervals of six months or 6,000 miles [whichever is the sooner], and must consist of:

- Change engine oil and filter;
- Check oil levels in the gearbox and differential and top up where necessary;
- Check coolant level and antifreeze/inhibitor strength. Top up where necessary;
- Check timing belt [if fitted], renew if necessary; and
- Brake fluid must be replaced in accordance with the manufacturer's recommendation.

The interval from the Vehicle purchase date to the first service and the intervals between services must not exceed the stipulated time or mileage by more than 21 days or 750 miles. If any circumstances prevent the service being carried out at the correct time, we must be informed immediately, in writing, by recorded delivery.

Please retain proof of the previous service for our inspection in the event of a claim.

The only acceptable proof of servicing will be our own records at Sinclair Direct or the fully detailed VAT service invoice[s] indicating servicing dates and mileages. You must keep these invoices for our inspection in the event of a claim.

Failure to maintain and provide proof that the above service schedule has been completed will invalidate the Dealer Guarantee.

- 4) Before selling you the Agreement, Sinclair Direct will have checked the Vehicle to make sure that the parts included under this Agreement are in good condition.
- 5) This Agreement is only valid within the United Kingdom.
- 6) The distance quoted on the Schedule does not guarantee that this is the true distance the Vehicle has covered.
- 7) We will not make or pay for repairs costing more than the limits shown on the Schedule or as otherwise restricted in this Agreement.
- 8) We will not make or pay for repairs on any one claim above the current, vehicle valuation as listed in Glass's guide..
- 9) There is no return of any payment made by you in connection with the issuing of this Agreement, should this Agreement be cancelled or rendered invalid by you.
- 10) We may use or insist that your repairer use exchanged or reconditioned parts or like for like parts of a similar make, quality and wear to effect the repair.
- 11) If the part to be replaced has some wear or the part improves the general condition or value of the Vehicle, you may be required to pay a specified amount towards the improvement.
- 12) It is expressly agreed and declared that Sinclair Direct shall be released from all liability and obligation should the conditions of the Agreement not be complied with fully by the Owner.

13) The Dealer Guarantee is restricted to the period of cover stipulated in the schedule or 15,000 per annum in addition to the recorded mileage noted in the schedule at the time of vehicle purchase.

- 14) If the vehicle is sold to a third party during the period of cover then the Dealer Guarantee is non transferable and will become null and void

How to make a claim



HOW TO MAKE A CLAIM

If the Vehicle shows signs of imminent failure, DO NOT continue to use it. This may cause further damage for which you will be responsible.

- 1) If you wish to make a claim telephone:
01656 668844 option 3
Or e mail : **maintenance@sinclair-fl.co.uk**
Sinclair Direct's Maintenance Department hours are:
8.30am – 5.30pm Monday to Friday
9am – 12 noon Saturday
- 2) You may be asked to give the following information:
 - Agreement Number.
 - Your Vehicle registration number.
 - Your name.
 - Current mileage of the Vehicle.
 - Nature of the claim.
 - Service history
- 3) If a person other than Sinclair Direct is to repair or replace any part included against Mechanical Breakdown under this Agreement, they must first telephone Sinclair Direct Maintenance Department to obtain approval for the work and to agree the costs for which they will be responsible. Please note that should you choose to use your local repairer they will only be paid up to the equivalent Sinclair Direct national labour rate.
- 4) Sinclair Direct subscribe to 1Link vehicle maintenance authority system which should be used by all repairers unless of course the repair is carried out by us.
- 5) When repairs are authorised, an authority number will be given. However, admission of liability is conditional on the terms and conditions of this Agreement.
- 6) External repairers must not start any repairs without this number. Work carried out without prior approval will result in the claim being rejected.
- 7) You must give your permission to pay for and carry out any fault findings, diagnosis or dismantling necessary unless prior authority is given by Sinclair Direct.
- 8) You agree to pay for any costs outside of the authorised amount.
- 9) If your claim is accepted, your repairer will be informed how much will be paid under the Agreement and an authority number for this value will be issued.
- 10) When the repairs have been completed, you should send the invoice to Sinclair Direct quoting the authority number given prior to the commencement of the repairs. The invoice must give full details of the repair including all parts used in the authorised repair, labour and VAT. Invoices should be made out to Sinclair Direct and sent to : Maintenance Department, Sinclair Direct, Hernston Business Park, Bridgend, CF31 3NB.
- 11) We may also need to see your original service invoices.
- 12) Wherever Possible Sinclair Direct will request that repair work be carried out at its workshops at Hernston Business Park, Bridgend. If the vehicle is taken to an external repairer then Sinclair Direct reserves the right to request other estimates; examine the Vehicle and/or subject the claim to expert assessment and/or to nominate the repairer.

If there is a disagreement please refer to Our "Complaints Procedure"

THE LAW APPLICABLE TO THE AGREEMENT

The Agreement will be governed by the laws of England and Wales.

CANCELLATION

Should you cancel this Agreement, there is no surrender value and no monies paid will be refunded.

COMPLAINTS PROCEDURE

Any enquiry or complaint that you may have regarding this Agreement should in the first instance be addressed to Sinclair Direct, Hernston Business Park, Bridgend CF31 3NB

Please quote the details of this Agreement and in particular Your Agreement number to help your enquiry to be dealt with promptly.

This procedure will not prejudice your right to take legal proceedings.

Servicing record



FAILURE TO SERVICE THE VEHICLE IN ACCORDANCE WITH THE SERVICE REQUIREMENTS SHOWN WILL END YOUR PLAN.

PRE-DELIVERY INSPECTION

We confirm that a pre-delivery inspection has been carried out on

Date: _____ Miles: _____

Vehicle registration no: _____

DEALER STAMP

FIRST SERVICE

We confirm that a service has been carried out on

Date: _____ Miles: _____

Vehicle registration no: _____

The First Service is due on Date: _____ Miles: _____

WHICHEVER COMES FIRST

DEALER STAMP

NEXT SERVICE

We confirm that a service has been carried out on

Date: _____ Miles: _____

Vehicle registration no: _____

The Next Service is due on Date: _____ Miles: _____

WHICHEVER COMES FIRST

DEALER STAMP

Servicing record



FAILURE TO SERVICE THE VEHICLE IN ACCORDANCE WITH THE SERVICE REQUIREMENTS SHOWN WILL END YOUR PLAN.

NEXT SERVICE

We confirm that a service has been carried out on

Date: _____ Miles: _____

Vehicle registration no: _____

The Next Service is due on Date: _____ Miles: _____

WHICHEVER COMES FIRST

DEALER STAMP

NEXT SERVICE

We confirm that a service has been carried out on

Date: _____ Miles: _____

Vehicle registration no: _____

The Next Service is due on Date: _____ Miles: _____

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NEXT SERVICE

We confirm that a service has been carried out on

Date: _____ Miles: _____

Vehicle registration no: _____

The Next Service is due on Date: _____ Miles: _____

WHICHEVER COMES FIRST

DEALER STAMP

SINCLAIR DIRECT



£50

Introductory Commission



SINCLAIR DIRECT



£50

Introductory Commission

Your Name
Your Address
Postcode
Reg. of Vehicle Purchased
Make of vehicle
Model of vehicle
E-Mail Address
Telephone Number

Referral Name
Referral Address
Postcode
Reg. of Vehicle Purchased
Make of vehicle
Model of vehicle
E-Mail Address
Telephone Number

Your Name
Your Address
Postcode
Reg. of Vehicle Purchased
Make of vehicle
Model of vehicle
E-Mail Address
Telephone Number

Referral Name
Referral Address
Postcode
Reg. of Vehicle Purchased
Make of vehicle
Model of vehicle
E-Mail Address
Telephone Number

£50
*Introductory
 Commission*



£50
*Introductory
 Commission*



Your Name	Referral Name
Your Address	Referral Address
Postcode	Postcode
Reg. of Vehicle Purchased	Reg. of Vehicle Purchased
Make of vehicle	Make of vehicle
Model of vehicle	Model of vehicle
E-Mail Address	E-Mail Address
Telephone Number	Telephone Number



Your Name	Referral Name
Your Address	Referral Address
Postcode	Postcode
Reg. of Vehicle Purchased	Reg. of Vehicle Purchased
Make of vehicle	Make of vehicle
Model of vehicle	Model of vehicle
E-Mail Address	E-Mail Address
Telephone Number	Telephone Number



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