



TERMS & CONDITIONS

PROVENANCE

CERTIFIED PRE-OWNED

ROLLS-ROYCE
MOTOR CARS

PROVENANCE TERMS & CONDITIONS

INTRODUCTION

The Provenance Pre-Owned Programme is the certified pre-owned programme, managed by Rolls-Royce Motor Cars Limited, run and operated through the RPMC authorised dealer network.

Each Provenance Pre-Owned Motor Car undergoes a thorough inspection conducted by RPMC trained technicians, with a restoration to meet our standards.

The Provenance Pre-Owned Programme includes up to two years' extended warranty, servicing (which includes oil, filters and brake pads) and roadside assistance.

Despite our commitment to providing the highest quality and personal level of service, we understand that things can occasionally go wrong. If you are dissatisfied, or have any comments or suggestions for improvement, we would like to hear from you. You can email us, or write to us directly using the contact information below.

Customer Relations

Rolls-Royce Motor Cars Limited
The Drive,
Westhampnett,
Chichester,
West Sussex,
PO18 0SH,
England

Or you can email us at:
customer.relations@rolls-roycemotorcars.com

Please note that this is in addition to your statutory rights as a consumer.

The maximum aggregate claims liability covered by the Provenance Warranty is limited up to the purchase price paid for the vehicle, inclusive of any statutory sales tax.

RPMC does not, and nothing herein shall be construed so as to, limit or exclude liability for death or personal injury resulting from its negligence or from that of its employees or agents.

PROVENANCE WARRANTY CONDITIONS

Cover under the Provenance Warranty (herein referred to as "Cover") is subject to the following conditions:

1. Cover applies only to the specific Rolls-Royce Motor Car described in the Provenance Certificate denoted by its Vehicle Identification Number (VIN).
2. The Period of Cover is as detailed in the Provenance Certificate. It should be noted that in the unlikely absence of the Provenance Certificate, or misplacement, the Period of Cover will be available on request from the region.
3. The Cover is transferable to subsequent owners of the Provenance Pre-Owned Motor Car, but not transferable to another car.
4. The Cover is not available for Provenance Pre-Owned Motor Cars used commercially or for hire and reward.
5. The Cover is subject to an additional 100,000 mile / 160,000 km limit. If the mileage limit is exceeded, the Provenance Warranty remains active until the end date. However, claims will not be accepted unless a further extended warranty package is purchased.
6. No cancellation or refund will be made:
 - i. In normal circumstances unless cancelled in accordance with the rights detailed above.
 - ii. In no circumstances if a claim has been made and processed.
7. If any warranty claim is fraudulent in any respect, all benefits under the Provenance Warranty will be forfeited.
8. Any legal disputes concerning the Provenance Warranty will be decided by the use of the English version of the Product Information and the application of English Law.

Any consumer protection rights you may have under Your local laws or rights under any other mandatory provisions of statutory law applicable to you will remain unaffected.

9. This Cover is valid within the geographic region in which the Cover is purchased. In addition, cover is extended to other countries in different geographic regions where you have informed the region that the Provenance Pre-Owned Motor Car is being used for travelling for not more than 90 days. If the Provenance Pre-Owned Motor Car is permanently exported to another geographic region, then the Cover will cease.
10. You can apply for a new extended warranty anytime within 180 days prior to expiry of your current Cover. Your application will be subject to meeting the eligibility criteria and conditions applicable at the time of applying. For further details of how to purchase and eligibility, please consult your dealer.

PROVENANCE WARRANTY

1. In the event of any occurrence giving rise to a claim, and provided the Cover Holder takes the Provenance Pre-Owned Motor Car to an authorised RPMC Dealer or Service Partner, the claim will be handled on the Customer's behalf. We reserve the right to examine the Provenance Pre-Owned Motor Car and subject the failed parts to expert assessment.
2. We and the dealership shall be entitled in the event of any loss, to undertake in the name and on behalf of the Cover Holder the absolute conduct, control and settlement of any proceedings at our or the Dealerships' own expense and for our or the Dealership's own benefit, but in the name of the Cover Holder to recover compensation or secure indemnity from any third party in respect of anything covered by the Provenance

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Warranty

3. RRMC shall not be liable in respect of any claim by the Customer or subsequent holders covered by an existing warranty, insurance or other product providing similar cover.
4. If any difference shall arise as to the amount to be paid under any section of the Provenance Warranty (liability being otherwise admitted), such differences shall be referred to the Dealership or RRMC. This procedure is explained in the Complaints Procedure section of the Provenance Warranty Product Information.
5. Wear and tear: Unless specifically documented, no liability can be accepted for any loss, defective work or defective materials supplied

The Provenance Warranty does not cover:

1. Failure whenever it might occur:
 - i. Which could be reasonably stated by a qualified engineer appointed by RRMC or the Dealership, to have been owing to a fault(s) present before commencement of Cover. Any such pre-existing fault(s) must be rectified before any Dealership's obligation under the Provenance Warranty can come into effect.
 - ii. Which could be attributable, in the reasonable opinion of a qualified engineer appointed by RRMC or the Dealership to lack of proper maintenance or through neglect.
 - iii. Any damage caused to any components by the use of incorrect or contaminated fuel, coolant or lubricant.
2. Any loss:
 - i. Caused as a result of the Provenance Pre-Owned Motor Car not being properly serviced at the time/mileage intervals specified by the manufacturer and otherwise in accordance with the manufacturer's recommendations. Proof of servicing must be accompanied by a receipted tax invoice(s).
 - ii. If the Provenance Pre-Owned Motor Car's odometer has been tampered with, altered or disconnected.
 - iii. In whole or in part due to any kind of accident or any act or omission that is wilful, unlawful or negligent.
 - iv. Arising if the Provenance Pre-Owned Motor Car has been modified from the manufacturer's original specification with the exception of genuine retrofit accessories fitted in accordance with the manufacturer's recommendations and or specifications.
 - v. To a non-covered component other than under the terms of consequential failure applicable to the Provenance Warranty.
 - vi. Caused by fire or flood, collision, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, animal or water.
 - vii. Caused by pulling a trailer or another vehicle, unless the Provenance Pre-Owned Motor Car is equipped for this as recommended by RRMC.
 - viii. Associated with the labour charges to diagnose, dismantle, reassemble, repair or replace part(s) which are not covered.
3. Repairs, replacements or alterations:
 - i. Not authorised by RRMC or the Dealership.
 - ii. Of any part(s) which has not actually failed, but which is repaired or replaced or which is reported or discovered during servicing and/or maintenance work as requiring repair or replacement.
 - iii. Of any part(s) which has been modified when compared with the original manufacturer's specification with the exception of genuine retrofit accessories fitted in accordance with the manufacturer's recommendations and/or specifications.
 - iv. The cost of which is recoverable by the Cover Holder under any other existing guarantee or product providing equivalent cover.
4. The gradual reduction in operating performance of the Provenance-Pre-Owned Motor Car commensurate with its age and mileage including (but not limited to):
 - i. Gradual loss of engine compression necessitating the repair of valves or piston rings.
 - ii. Gradual increase in oil consumption due to normal operating functions.
5. Any Provenance Pre-Owned Motor Car owned or operated by a garage or motor trader or by any of its subsidiary or associated companies or by the proprietor thereof or any relative of the proprietor or any employee of such motor trader, or of any of its subsidiary or associated companies.
6. Liability, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
7. Any liability for death, bodily injury, or damage to other property or any consequential loss of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under the Provenance Warranty. Nothing in the Provenance Warranty will exclude or restrict any liability RRMC or the Dealership may have for death or personal injury caused by RRMC or the Dealership's negligence, or for any fraud by RRMC or the Dealership, respectively.
8. Any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war rebellion, revolution, insurrection or military or usurped power.
9. Loss directly or indirectly caused by (or contributed to, by or arising from) any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
10. Minor wear-and-tear caused by everyday use or adjustments.

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Service parts e.g. brake pads are included in the service pack (see below).

11. The following items: Glass and glass bonding; paint and bodywork; internal and external trims; upholstery and soft trim including the convertible roof; cosmetic finishes; weather strips and body seals (internal and external); wheels and wheel nuts/bolts; tyres and wheel balancing; door strikers and hinges; bulbs; batteries; coolant hoses; sweating or misting of fluids associated with weeping seals, gaskets or fittings; tools, jacks, battery conditioners and other items which may be supplied with, but are not an integral part of the Provenance Pre-Owned Motor Car; exhaust system (although internal failure of the catalytic converter is covered if it fails to meet emission requirements).

12. The Provenance Warranty is not an insurance product.

PROVENANCE SERVICING

1. The Provenance Pre-Owned Programme covers the following servicing items:
 - a) The cost of RRMC genuine parts, labour and fluids for the following service items: engine oil service, engine oil top-up, brake fluid, air filter, micro filter, coolant, windscreen wash additive and spark plugs.
 - b) The cost of RRMC genuine parts and labour for the following maintenance items, if required due to wear and tear: A set of wiper blades
 - c) The cost of maintaining the Enhanced Ownership functionality within your Provenance Pre-Owned Motor Car, subject to availability in the country of use and a signed Get Connected Form.

Description of the Enhanced Ownership services:

– My Info: Depending on the technical capabilities of the Provenance Pre-Owned Motor Car the service “My Info” provides the option of transmitting destination addresses, phone numbers, and notes from Whispers directly to the motor car via the Customer’s Rolls-Royce ID account.

– Remote Services: Consists of several functions like – motor car health status, last car position, door and windows status, display due dates of maintenance services, reflect in-car alerts and notifications, current mileage and current range in km/miles.

– Teleservice Assistance: Enhanced feature for Rolls-Royce Roadside Assistance. In the unlikely event you need to contact us for Roadside Assistance, using the rotary controller and selecting “Rolls-Royce Roadside Assistance” will activate a call and transmit the location and condition data of your motor car, directly to the Roadside Assistance team. Please note the motor car must be from Model Year 2018 onwards and include the ‘ConnectedDrive Services’ which must be active (vehicle options 6AE Teleservices and 6AK ConnectedDrive), the motor car must be fully set up in the RRMC digital touchpoint and all telematics features must be up-to-date, GPS tracking must be enabled within the in-car menu.

– Teleservices: Rolls-Royce Teleservices is an advanced system that helps allow your car to accurately transmit important service data to your authorised dealer. Whether your Provenance Pre-Owned Motor Car needs an oil change or a battery charge, your dealer will be alerted and can arrange for the necessary work to be carried out at a time that suits you.

– Real Time Traffic Information (RTTI): Using data drawn from

sources such as movement profiles from the surrounding mobile phone network, the GPS data of motor cars, smartphone apps and police reports, precise details of the time and duration of traffic delays to the nearest few metres are relayed to your Motor Car virtually in real time. This is currently only available in limited markets – the local authorised RRMC Dealer can be contacted for more details. These items are covered from commencement of the Rolls-Royce Provenance contract.

2. Items not specifically mentioned above and items requiring replacement or repair due to excessive wear and tear or misuse are not covered by the Provenance Servicing package.
3. Maintenance work carried out under the Provenance Pre-Owned Programme will be indicated by the Provenance Pre-Owned Motor Car’s onboard computer and RRMC guidelines. Work must be carried out in line with RRMC service schedules and RRMC repair instructions (copies of which are available on request) which may be updated or vary from time to time according to the manufacturer’s instructions.
4. If the Provenance Pre-Owned Motor Car has undergone any form of unapproved after-market tuning or performance enhancement including but not limited to any device with the effect of mileage manipulation, any right to request services or parts under the Provenance Pre-Owned Programme ceases with immediate effect.
5. Servicing must be carried out at a Rolls-Royce Service Partner by Rolls-Royce Approved Technicians as specified in the Owner’s Manual.
6. Costs paid for the Provenance Pre-Owned Programme are non-refundable.

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PROVENANCE ROADSIDE ASSISTANCE

Every journey in your Provenance Pre-Owned Motor Car should be an effortless pleasure. To aid this, RRMC offers a comprehensive Rolls-Royce Roadside Assistance recovery package aligned with your Provenance Warranty.

Upon the unlikely event you need us, your Provenance Pre-Owned Motor Car will be brought to the nearest certified RRMC partner for prompt and efficient repair within your warranty region, giving you peace of mind to continue your great adventures.

To provide a global Roadside Assistance Programme, we have partnered with a network of suppliers. To help provide an effortless service, we will securely share the following data with the relevant supplier in your region: vehicle identification number, model, warranty start and end date, and vehicle colour.

Partner companies vary per warranty region. Contact your local authorised dealer for more information.

Provenance Roadside Assistance includes 24/7 breakdown cover exclusively for any sudden and unforeseen failure of the Provenance Pre-Owned Motor Car caused by original equipment, including Mechanical or Electrical Failure leading to immediate immobilisation of the Provenance Pre-Owned Motor Car.

Rolls-Royce Roadside Assistance provides support for the following scenarios:

Failure to Proceed (FTP) - a functional failure, mechanical or electrical, where the motor car cannot continue its journey E.g., red warning lights, suspension failures, cooling system failures.

Mishap - the customer does not have the confidence to use their vehicle in

its current condition E.g., road traffic accident, tyre puncture, vehicle out of fuel, customer is locked out of their vehicle, etc. The programme aims to discreetly remove the customer from the scene and provide suitable onward mobility, if appropriate.

This includes:

- Loan vehicle. Please note, a like for like replacement is not possible.
- Onward mobility including the use of a taxi, train, or air travel.
- Overnight accommodation.

Where the programme is managed via a third-party Roadside Assistance provider, a dedicated Case Manager will be provided.

Please note failures caused by the driver or an external influence are excluded.

DEFINITIONS

Case Manager	means a dedicated person who will be assigned to handle the clients requirements as outlined in the RRMC roadside assistance programme
Complaints Procedure	means the procedure Customers should use if they have a concern or are dissatisfied in any way, details of which are available at https://www.rolls-roycemotorcars.com/en_GB/information/client-complaints-procedure.html
Cover Holder	means the owner of the Provenance Pre-Owned Motor Car from time to time
Customer	means the purchaser of a Provenance Pre-Owned Motor Car
Get Connected Form	means the RRMC "RR Connected Agreement" which is required in order to use the motor car connectivity features and elements of the RRMC Whispers mobile app.
Owner's Manual	means either the original owners handbook or electronic in vehicle handbook which originally came with the motor car upon first purchase
Period of Cover	means the time in which the Provenance Motor Car is covered by the Rolls-Royce Provenance Warranty, as detailed in the Provenance Certificate
Product Information	means the Provenance Inspection Checklist, Provenance Certificate, Provenance Customer Guide, Client Handover Checklist and the Contract for Sale
Provenance Certificate	means the certificate signed [by the Customer and the Rolls-Royce Dealer] at handover of the Provenance Pre-Owned Motor Car
Provenance Pre-Owned Motor Car	means pre-owned motor cars which are sold and purchased as part of the Provenance Pre-Owned Programme
Provenance Pre-Owned Programme	means the certified pre-owned programme run and operated by RRMC in which pre-owned Goodwood era motor cars (curated against suitability criteria including age, mileage and condition), are sold and purchased
Provenance Warranty	means up to two-year additional manufacturers warranty covering all factory fitted mechanical and electrical components, subject to exclusions provided in the terms and conditions
Regional Sales Manager	means the regional sales manager officially appointed by RRMC for that dealer
Rolls-Royce Approved Technicians	means technicians that have been trained at Rolls-Royce Motor Cars Limited in Goodwood
Rolls-Royce Dealer	means a Rolls-Royce dealership authorised by RRMC, a full list of which is available on the RRMC website
Rolls-Royce Roadside Assistance	means up to a two year roadside recovery package offered by RRMC (market dependant and subject to a servicing fee in certain markets)
Rolls-Royce Service Partner	means a Rolls-Royce authorised service workshop, a full list of which are available on the RRMC website.
RRMC	means Rolls-Royce Motor Cars Limited incorporated and registered in England and Wales with company number 03522604 whose registered address is at Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB