

In this Contract, the following words and phrases shall have the following meanings:

“Accelerated Payment” means any payment required by the Retailer in order for the Balance (plus any available Promotional Contribution) to meet the relevant Service Cost at the time the Vehicle is presented for service, pursuant to clause 6.

“Authorised Repairer” means a motor vehicle repairer located in the United Kingdom, the Isle of Man or the Channel Islands which is party to a franchise agreement with the Manufacturer.

“Balance” means the sum paid by the Customer at any time towards the Total Payment, less any Service Cost(s) and/or applicable Management Fee(s) due at such time. For the avoidance of doubt, this excludes any Promotional Contribution.

“Contract” means this contract between the Customer and the Retailer whereby the Retailer agrees to provide the Services subject always to these Terms and Conditions.

“Customer” means the person named on the front page of this Contract for whom the Retailer has agreed to perform the Services.

“Retailer” means the motor retailer named on the front page of the Contract and which is an Authorised Repairer.

“Retailer Group” means the Retailer and all other motor retailers forming part of the same group of companies as the Retailer and which are Authorised Repairer(s).

“Deposit Payment” means a sum payable (if any) by the Customer towards the Total Payment, payable on the date of the commencement of the Contract.

“Direct Debit Payments” means the monies payable by the Customer towards the Total Payment, from time to time in accordance with the Direct Debit Scheme.

“Direct Debit Scheme” means the facility offered to the Customer to pay towards the Total Payment due by way of monthly Direct Debit payments payable on the day of each month specified on the front page of this Contract.

“Management Fee” means a fee payable by the Customer in respect of costs incurred in the routine administration of the Contract, & will be collected as part of the Total Payment. Management Fees are subject to VAT at the standard rate in effect at the date of the payment.

“Manufacturer” means the manufacturer of the Vehicle.

“National Campaign” means a programme whereby the Authorised Repairer agrees to participate, where Service Costs are defined at a national level and customers funds are held in a secure central fund.

“Participating Retailer” means a Retailer taking part in a National Campaign, Participating Retailer may vary from time to time during the life of the contract agreement.

“Promotional Contribution” means a sum payable by the Retailer or Retailer Group or Manufacturer towards the Total Payment.

“Service Cost” means the cost of parts and labour incurred by the Retailer or Retailer Group in the provision of the Services.

“Service Plan Provider” means EMaC Limited (Company number 3158541) whose registered offices 1300 Parkway, Whiteley, Fareham, Hampshire, PO15 7AE.

“Service(s)” means the routine maintenance services relevant to the Vehicle at the appropriate service intervals as specified in the Service Specification.

“Service Specification” means the Manufacturer or Retailer recommended service intervals and operations for the Vehicle current at the date of this Contract. For the avoidance of doubt, the Retailer retains the right to specify the applicable service intervals and operations.

“Total Payment” means the total sum payable by the Customer pursuant to this Contract as specified overleaf, as varied by changes to VAT (if any).

“Vehicle” means the motor vehicle more fully described on the front page of this Contract.

“You” means the person named on the front page of this Contract for whom the Retailer has agreed to perform the Services.

## 1. Introduction

1.1 The BMW National Pay Monthly Plan is suitable for both new and used vehicles

1.2 This plan covers the cost of parts, labour and fluids for the following service items across 2 services: oil, microfilter, air filter, brake fluid, vehicle check, spark plug (petrol) and fuel filter (diesel). BMW M vehicles also include an optional running in service. Items not specifically mentioned in the service item details and items requiring replacement or repair due to excessive wear and tear or misuse are not covered by the National Service Plan.

1.3 Work carried out under the BMW National Plan will be indicated by the vehicle's on-board computer and BMW guidelines. Work must be carried out in line with BMW service schedules and BMW repair instructions which may be updated or vary from time to time according to the manufacturer's instructions.

1.4 Work carried out under the BMW National Plan must be carried out by a Participating Retailer who is an Authorised Repairer, holding a franchise agreement with the Manufacturer.

1.5 As part of the BMW National Pay Monthly Plan you receive a number of additional benefits listed below.

- 1 free MOT to be claimed whilst the plan is live (**cannot** be claimed at BMW Centre's in Northern Ireland)
- Free fluid top ups which can be claimed when you are visiting for a service that will be carried out as part of your plan (see section 1.2). This includes the following fluids: anti-freeze, adblue, screenwash
- Seasonal Health Checks – a maximum of 2 per year
- Wash & Vac – this must be carried out when you are visiting for a service that will be carried out as part of your plan (see section 1.2) or one of the seasonal health checks as mentioned above.
- Free map updates – a maximum of 2 for the duration of the plan

1.6 Customers can visit any Participating Retailer to claim their services within sections 1.2 or 1.5. A full list of participating Retailers is available on request.

## 2. Total Payment

2.1. The Total Payment made by you includes the Service Cost and any applicable Management Fee.

2.2. Failure by you to make payments as detailed on the Contract shall entitle the Retailer to terminate this Contract and the Retailer's obligations under the Contract shall cease immediately. Any monies standing to the Customer's credit will be applied to the payment of any applicable outstanding Management Fees and thereafter will be applied to any outstanding Services Costs owed to the Retailer. In the event that the Service Cost benefit received by the Customer prior to such termination exceeds the payments made by the Customer, the Customer shall remain liable for the outstanding amount and shall make immediate payment to the Retailer of any balance due and the Retailer shall be entitled to charge interest at a rate of 4% above the base rate of Barclays Bank plc until full reimbursement is made.

2.3. Any payments due pursuant to the Total Payment have been calculated on the basis of the Service(s) occurring at the time intervals specified in the Service Specification. The Retailer or Retailer Group reserves the right to require an Accelerated Payment from the Customer in the event of the Vehicle being presented for Service earlier than the time intervals specified in the Service Specification or the mileage exceeding the Manufacturer's recommended service interval mileage per annum. Any such Accelerated Payment will be requested by the Retailer at the time the Vehicle is presented for Service but will not affect the amount of the Total Payment (and so the amount of each of the remaining Direct Debit Payments will then be reduced by the Service Plan Provider to reflect the Accelerated Payment). This Contract only obliges the Retailer to provide Services up to the value of payments made to date by the Customer under the Contract.

2.4. Any Direct Debit Payments due pursuant to the Direct Debit Scheme have been calculated using the current rates of VAT. If the rate of VAT should change, the Service Plan Provider will adjust the Total Payment and payments due pursuant to the Direct Debit Scheme and/or any Accelerated Payment to reflect the new rate of VAT, and the Customer agrees to pay the adjusted payments.

2.5. Any additional work carried out and/or materials supplied by the Retailer not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Vehicle to the Retailer directly.

## 3. Direct Debit

3.1. The Customer agrees to make all Direct Debit and other payments as they fall due for payment on the dates specified on the front page of this Contract

3.2. You may (up to two times a year) ask us to change your monthly repayment date by notifying us of the new date at least five business days before the change takes effect. We will change your direct debit payment dates to the date you choose, and we will not give you the normal advance notice for such a change.

## 4. Liability

4.1. The Retailer's liability in respect of the Service is limited to providing vehicle servicing in accordance with the Service Specification for the relevant service interval.

4.2. The Service Provider shall not be liable to you in contract, tort or otherwise, including any liability for negligence or for any loss of revenue, business, time, opportunity, data, anticipated savings or profits or for any indirect or consequential loss howsoever arising.

4.3. Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby wholly excluded.

#### 5. Termination by the Retailer

The Retailer's obligations under the Contract will cease once all the Services have been provided pursuant to the Service Specification or the Customer or Retailer cancels the Contract or transfers the Balance to a new Contract whichever is the earlier.

#### 6. Termination by the Customer

6.1. If the Customer wishes to terminate this Contract within 14 days and prior to any Services being provided then the Customer will be refunded all monies paid including any Deposit Payment but excluding any Promotional Contribution.

6.2. If the Customer wishes to terminate this Contract within 14 days and no Services have been provided then the Customer will be refunded the Balance. In the event that the Balance is in deficit (i.e., less than zero) the Customer shall remain liable for the outstanding amount and shall make immediate payment to the Retailer of an amount to return the Balance to zero.

#### 7. Transfer of the Balance

7.1. The Customer may transfer the Balance to a new Contract or to a new owner of the Vehicle (This request can be handled via the Service Plan Provider). Transfer to a new Contract may only take place if the new Contract is part of the same National Campaign.

7.2 In the event of a transfer of the Balance to a vehicle which has a higher Service Cost than the Vehicle then the Customer will be advised of any change in the Total Payment and any payments made under the Direct Debit Scheme will be adjusted accordingly.

7.3. The Customer will be notified by the Service Plan Provider of any change in writing.

8. Payment Administration The Customer acknowledges that the Service Plan Provider is entitled to collect all or part of the Total Payment and acts as agent for the Retailer in relation to the collection of any payments. The Service Provider will show on your bank statements for any Direct Debit payments along with the associated reference. Any applicable Management Fee is due to the Service Provider and will be collected as part of the Total Payment. For the avoidance of doubt the Total Payment on the contract includes all applicable Management Fees. Furthermore, the Customer and the Retailer acknowledge that financial responsibility for Deposit Payment(s) and sums payable through the Direct Debit Scheme towards the Total Payment lies with the Retailer or Retailer Group and not with the Service Plan Provider.

#### 9. Retailer's Standard Terms and Conditions

The Retailer's Standard Terms and Conditions (a copy of which is available on request) shall apply to all vehicle servicing work carried out by the Retailer pursuant to this Contract.

#### 10. Customer Obligations

10.1. The Customer is reminded that if the Vehicle is still covered by the contractual warranty which came into force on the first registration then the continuing validity of such warranty may be affected if the Vehicle is not serviced at the time and mileage intervals appropriate to it. The Customer is strongly advised to refer to the service handbook of the Vehicle for further information and is advised that in the event of any inconsistency between this Contract and the service handbook as to when Services are due, then the service handbook must be assumed to be accurate. If a Service is due in respect of the Vehicle, then it is the responsibility of the Customer to arrange for that Service to be carried out regardless of whether the payments made to date under the Contract are sufficient to pay for the cost of the Service.

#### 11. Your Information and Privacy

For the purposes of the General Data Protection Regulation (GDPR), the Data Controller in relation to information you supply is the BMW UK. The Data Processor is the Service Plan Provider who may share the information provided, together with other information, with organisations who are the Service Plan Provider's business partners, suppliers or agents, for the purposes of customer services, order fulfilment and financial and account administration, only when approved by the Data Controller. The Service Provider will not transfer the information you provide to any country outside of the European Economic Area without firstly obtaining the BMW UK's consent. When you have given the Service Plan Provider information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice. You have the right to ask for a copy of your information and to correct any inaccuracies. The Service Plan Provider may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that is provided. For information on how BMW UK handle personal data, please visit: <https://www.bmw.co.uk/global/privacy-policy>. Your data will be shared with BMW UK Participating Retailers for the purpose of fulfilling this Contract.

Consumer Contracts Regulations (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013)

If you conclude this contract via a method other than face-to-face within your supplying retailer (for example, through a telephone conversation with a call centre), you may be covered by the Consumer Contracts Regulations which apply to all Distance Contracts in the European Union. This gives 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 you receiving your copy of this Contract, providing that no Service(s) work has been carried out pursuant to the Contract. You are deemed to have received your copy of the Contract two working days after the date indicated below (this allows for postal delivery).

If you wish to exercise your right to cancel, you should contact our Administrative Partner, EMaC Limited, on 0330 099 6826 and speak to a Customer Services Representative. Alternatively, email [support@emac.ltd.uk](mailto:support@emac.ltd.uk) and include details of your name, address, vehicle registration number and quote number.