BMW PAY MONTHLY TERMS AND CONDITIONS.

1. THESE TERMS AND CONDITIONS

1.1 What these Terms & Conditions cover

These Terms and Conditions apply to the provision of Pay Monthly Service Plan which BMW (UK) Limited (for further details about BMW (UK) Ltd. see below in "**2 THESE TERMS AND CONDITIONS**") offers to its Customers in the United Kingdom, the Isle of Man or the Channel Islands. The Pay Monthly Service Plan is suitable for both new and used vehicles and the pricing remains consistent regardless of the age of vehicle.

1.2 Why You should read them

Please read these terms carefully before You place an order with Us for the Pay Monthly Service Plan. These Terms & Conditions tell You who we are, how we will provide services and/or products to You, how You and We may change or end the contract, what to do if there is a problem and other important information. If You think that there is a mistake in these Terms & Conditions, please contact us to discuss.

These Terms & Conditions should be read in conjunction with the separate terms and conditions for the sale or supply of the individual products or services which a Participating Retailer presents to You. Please note that Participating Retailers are, in relation to Us, independent and separate legal entities.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

We are BMW (UK) Limited, a company registered in England & Wales having its registered seat at SUMMIT ONE, Summit Avenue, Farnborough GU14 0FB, company number 01378137, (referred herein as "We" or "Us" or "BMW").

EMaC Limited, referenced herein as the "Service Plan Provider", assists BMW with the administration of the Pay Monthly Service Plan product by, for example, processing Your details, taking Your payment, holding Your funds in a trust account or paying the Retailer which provided the Services to You under the Pay Monthly Service Plan product.

How to contact Us. You can contact our Customer Service Team at EMac, our Service Plan Provider:

- by phone: 0330 099 6826; or
- by email: **support@emac.ltd.uk**; or
- by post: EMaC Ltd, Electra Way, Crewe, CW1 6GU

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 when you purchased Your Pay Monthly Service Plan.

3. DEFINITIONS AND INTERPRETATION.

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

“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 dealership agreement with the Manufacturer.

“BMW Running in Service” means a recommended service specific to BMW M vehicles due at a specific mileage which is currently 1,200 miles. This BMW Running in Service is recommended in order to retain your warranty.

”Contract” means this contract between the Customer (You) and BMW whereby BMW agrees to provide the Services subject always to these Terms and Conditions.

“Customer” means the buyer (You) of the Pay Monthly Service Plan.

“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.

“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 Bayerische Motoren Werke Aktiengesellschaft, Munich, Germany.

“MINI Electric Pay Monthly Service Plan” means the Pay Monthly Service Plan outlined in 5.2.2.

“Participating Retailer” means a Retailer taking part in the national campaign for the Pay Monthly Service Plan. Participating Retailer may vary from time to time during the life of Your Contract.

“Pay Monthly Service Plan” means the products and service provided as part of this Contract.

“Promotional Contribution” means any financial contribution to the Pay Monthly Service Plan given by the Participating Retailer or BMW UK.

“Retailer” means the motor retailer 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).

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

“Service Plan Provider” means EMaC Limited (Company number 3158541) whose registered office is at Yarmouth House, 1300 Parkway, Solent Business Park, 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.

“Standard Pay Monthly Service Plan” means the Pay Monthly Service Plan as described in 5.2.1

“Term” means the entire duration of Your Contract.

“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 details you have given us as to become part of this Contract.

“You” means the person who has entered into this Contract for whom BMW has agreed to perform the Services.

“We” means BMW (UK) Limited (for details see above 2 “**INFORMATION ABOUT US AND HOW TO CONTACT US**”)

3.2. The agreement between You and BMW on the Pay Monthly Service Plan is formed of and incorporates these Terms & Conditions and any further Attachments, Schedules and Annexes as amended from time to time.

3.3. Headings are included for ease of reference only and shall not affect the interpretation or construction of the agreement.

3.4. A reference to a statute or a statutory provision is a reference to that statute or provision as amended, re-enacted, consolidated or replaced from time to time and such reference shall be deemed to include any orders, regulations, instruments or other subordinate legislation made under it.

3.5. Words in the singular include the plural and vice versa, and words indicating the masculine shall include the feminine and neuter and vice versa.

3.6. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and not to instruct a person to do that thing.

3.7. A reference to a person includes a reference to a firm, a body corporate, an unincorporated body, association or authority.

3.8. 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.

4. OUR CONTRACT WITH YOU

4.1. How we will accept Your order

Our acceptance of Your order will take place when we email You to accept it, at which point a contract will come into existence between You and Us.

4.2. If we cannot accept Your order

If we are unable to accept Your order, we will inform You of this in writing and will not charge You. This might be, for example, because the Pay Monthly Service Plan is not available in Your area or has been discontinued, because we have identified an error in the price or description of the services or because of any other reason.

4.3. Your order number

We will assign You a Pay Monthly Service Plan number and tell You what it is when we accept Your order. It will help Us if You can tell Us and any Participating Retailer this number whenever You contact Us or a Participating Retailer in relation to Your Pay Monthly Service Plan.

5. AVAILABILITY, CONTENT AND TERM OF THE PAY MONTHLY SERVICE PLAN

5.1. Pay Monthly Service Plans are suitable for both
new and used vehicles for the brands BMW and MINI. The Pay Monthly Service Plan is available only in the United Kingdom, the Isle of Man and the Channel
Islands. The length of the Pay Monthly Service Plan depends on Your Vehicle mileage and service due dates and can also be adjusted to suit Your preferences, however the maximum length You can spread Your monthly payments over must not exceed the date We estimate Your final service item provided as part of the Pay Monthly Service Plan to be due.

5.2. There are two types of Pay Monthly Service Plan, both of which are explained below.

5.2.1. The Standard Pay Monthly Service Plan covers the cost of parts, labour and fluids for the following service items: oil, microfilter, air filter, brake fluid, vehicle check, spark plug (petrol) and fuel filter (diesel). By default, the plan includes two consecutive services however you can choose to increase or decrease this if you wish. The BMW

Running in Service is also included for BMW M vehicles however this can be removed if you do not wish to include this in Your Pay Monthly Service Plan. This plan is suitable for both new and used vehicles for the brands BMW and MINI. By default, the Standard Pay Monthly Service Plan pricing is set for a period of 36 months however this may vary based on your service due dates as stipulated in 5.1.

5.2.2. The MINI Electric Pay Monthly Service Plan covers the cost of parts, labour and fluids for the following service items: brake fluid, microfilter, vehicle check for two consecutive services. The MINI Electric Pay Monthly Plan also gives you the option to include four tyres and/or four brake pads & sensors. This plan can only be purchased on MINI Electric, a fully Electric BEV vehicle. As standard, the MINI Electric Pay Monthly Service Plan pricing is set for a period of 48 months however this may vary based on your service due dates as stipulated in 5.1.

5.3. Work carried out under the Pay Monthly Service Plan will be indicated by the vehicle's on-board computer. 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. Following inspection, Your preferred Participating Retailer will suggest when the tyres on your MINI Electric require replacement, should you have opted for the MINI Electric Service Plan referenced in 5.2.2, which includes tyres. 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 Pay Monthly Service Plan.

5.4. Work carried out under the Pay Monthly Service Plan must be carried out by a Participating Retailer who will be an Authorised Repairer.

5.5. As part of the Pay Monthly Service Plan You receive a number of additional benefits listed below:

- Free fluid top ups which can be claimed when You are visiting for a service that will be carried out as part of Your Pay Monthly Service Plan (see section 5.2). This includes the following fluids: anti-freeze, adblue, screenwash
- Seasonal Health Checks – up to a maximum of two 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 Pay Monthly Service Plan (see section 5.2) or one of the seasonal health checks as mentioned above.

5.6. Customers can visit any Participating Retailer to claim their services within sections 5.2 or 5.5. A full list of Participating Retailers is available on request.

6. YOUR RIGHTS TO MAKE CHANGES

If You wish to make a change to Your Pay Monthly Service Plan You have ordered please contact Us. We will let You know if the change is possible. If it is possible We will let You know about any changes to the price of the services, the timing of supply or anything

else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change. If We cannot make the change or the consequences of making the change are unacceptable to You, You may want to end the contract.

7. OUR RIGHTS TO MAKE CHANGES

7.1. Minor changes

We may change the Pay Monthly Service Plan product(s):

(1) to reflect changes in relevant laws and
regulatory requirements; and

(2) to implement minor technical adjustments and improvements, for example to address a safety issue.

7.2. More significant changes to the services of the Pay Monthly Service Plan and these Terms & Conditions

In addition, as We have informed You in the description of the services relating to the Pay Monthly Service Plan, We may make changes to these Terms & Conditions or the services of the Pay Monthly Service Plan, but if We do so We will notify You and You may then contact Us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

8. YOUR RIGHTS TO END THE CONTRACT

8.1. If You wish to terminate this Contract within 14 days

For products and services bought over distance, eg online, over the telephone, by mail order or by exchange of emails You have a legal right to change Your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

If You wish to terminate this Contract within 14 days and prior to any Services being provided then You will be refunded all monies paid including any Deposit Payment but excluding any Promotional Contribution. You will not be charged a cancellation fee.

8.2. If You wish to terminate this Contract after 14 days

If You wish to terminate this Contract after 14 days have passed, you will be charged a cancellation fee of £25 + VAT. You will also receive a refund of any monies paid for Services **not yet** provided as part of the Pay Monthly Service Plan. You will not receive a refund for any Services already carried out as part of the Pay Monthly Service Plan.

8.3. If You wish to terminate this Contract after 14 days as a result of something We have done or are going to do

If You are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and We will refund You in full for any services which have not been provided and You may also be entitled to compensation. You will not be charged

the £25 + VAT cancellation fee. The reasons are:

a) We have told You about an upcoming change to the Pay Monthly Service Plan or these Terms & Conditions which You do not agree to;

b) We have told You about an error in the price or description and You do not wish to proceed;

c) there is a risk that supply of the services under the Pay Monthly Service Plan may be significantly delayed because of events outside our control;

d) We have suspended the Pay Monthly Service Plan for technical or legal reasons, or notify You We are going to suspend it for technical or legal reasons, in each case for a period of more than three months; or

e) You have a legal right to end the contract because of something We have done wrong (including because We have delivered late.

9. HOW TO END THE CONTRACT WITH US

To end the contract with us, please let Us know by contacting our Service Provider, EMaC, through doing one of the following:

Phone: Call Customer services on 0330 099 6826

Email: Email us at support@emac.ltd.uk

By post: simply write to us at "*EMaC Ltd, Electra Way, Crewe, CW1 6GU*", including Your name and address and Your Pay Monthly Service Plan number.

Please provide Your name, home address, Your Pay Monthly Service Plan number and, where available, Your phone number and email address.

10. OUR RIGHTS TO END THE CONTRACT

10.1. We may end the contract if You break it

We may end the contract for a product at any time by writing to You if:

i. You do not make any payment to us when it is due and You still do not make payment within seven days of us reminding You that payment is due;

ii. You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

iii. You do not, within a reasonable time, allow us to deliver the products to You or collect them from us; OR

10.2. You must compensate us if You break the contract

If we end the contract in the situations set out in Clause 10.1 we will refund any money You have paid in advance for services we have not provided but we may deduct or charge You reasonable compensation for the net costs we will incur as a result of Your breaking the contract.

10.3. We may withdraw the Pay Monthly Service Plan

We may write to You to let You know that we are going to stop the Pay Monthly Service Plan. We will let You know at least three months in advance of our stopping the Pay Monthly Service Plan and will refund any sums You have paid in advance for service which will not be provided.

11. PRICE AND PAYMENTS

11.1. Price for the Pay Monthly Service Plan

The price of Your individual Pay Monthly Service Plan (which includes VAT) will be the price indicated to You when You placed Your order. The Price consists of a Total Payment which is the total amount You pay over the entire Term of Your Pay Monthly Service Plan. The Total Payment made by You includes the Service Cost and any applicable Management Fee.

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. We reserve the right to require an Accelerated Payment from You 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 Us or a Participating 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 Us to provide Services up to the value of payments made to date by You under the Contract. You should notify our Service Plan Provider of your estimated annual mileage when purchasing a Pay Monthly Service Plan as well as any significant changes in your annual mileage which may impact your Service due dates. This will help Our Service Plan Provider to calculate Your Direct Debit payments. However, Service due dates are not solely dependent on mileage and therefore we cannot guarantee an Accelerated Payment will not be required.

Failure by You to make payments as detailed on the Contract shall entitle Us to terminate this Contract and BMW's obligations under the Contract shall cease immediately. Any monies standing to Your 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 BMW. In the event that the Service Cost benefit received by You prior to such termination exceeds the payments made by You, You shall remain liable for the outstanding amount and shall make immediate payment to Us of any balance due and We shall be entitled to charge interest at a rate of 4% above the base rate of Barclays Bank plc until full reimbursement is made.

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

11.2. Direct Debit
You will make recurring, usually monthly, regular payments by direct debit (Direct Debit Payments) under the Direct Debit Scheme towards the Total Payment of Your Pay Monthly Service Plan.

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 You agree to pay the adjusted payments.

You agree to make all Direct Debit and other payments as they fall due for payment.

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.

11.3. Transfer of the Balance
You may transfer any Balance You hold on Your Pay Monthly Service Plan 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.

In the event of a transfer of the Balance to a vehicle which has higher Service Costs than the current Vehicle, You will be advised of any changes in the Total Payment and any payments made under the Direct Debit Scheme will be adjusted accordingly.

You will be notified by the Service Plan Provider of any change in writing.

11.4. Payment Administration
You acknowledge that the Service Plan Provider is entitled to collect Direct Debit Payments and all or part of the Total Payment and acts as agent for BMW in relation to the collection of any payments due under the Pay Monthly Service Plan. 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. Both, You and BMW acknowledge that financial responsibility for Deposit Payment(s) and sums payable through the Direct Debit Scheme towards the Total Payment lies with BMW or BMW Group and not with the Service Plan Provider.

12. CUSTOMER OBLIGATIONS
You are reminded that if the Vehicle is still covered by the contractual warranty 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. You are strongly advised to refer to the service handbook of the Vehicle for further information and You are 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 Your responsibility 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.

13. YOUR INFORMATION AND PRIVACY

For the purposes of the General Data Protection Regulation (GDPR), BMW is the Controller in relation to personal data You supply to BMW for the purpose of this Contract. The Service Plan Provider (EMac) is a Processor of Your personal data. BMW and the Service Plan Provider may share the personal data provided by You, together with other information, with organisations who are BMW's or Service Plan Provider's business partners, suppliers or agents, for the purposes of Customer services, order fulfilment and financial and account administration, subject always to the applicable data protection laws. Your personal data will also be shared with Participating Retailers for the purpose of fulfilling this Contract. Any personal data You provide will not be transferred to any country outside of the European Economic Area. If and when You have given BMW or the Service Plan Provider any information or personal data about another person, You confirm that this other person has authorised You to act for him or her, to consent to the processing and Use of his or her personal data in the manner described in this notice and to receive on his or her behalf any data protection notice. You have the right to ask for a copy of Your personal data held and may request to correct any inaccuracies. For further details on how BMW handles personal data, please visit: **https://www.bmw.co.uk/global/privacy-policy**.

14. ASSIGNMENT

While You may transfer any Balance of Your Pay Monthly Service Plan (see Clause 11.3), You may only transfer any other of Your rights or obligations under these Terms & Conditions to another person if we agree to this in writing.

15. NO RIGHTS OF THIRD PARTIES

This contract is between You and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16. SEVERANCE

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17. APPLICABLE LAW AND JURISDICTION

These terms are governed by English law and You can bring legal proceedings in respect of the products in the English courts. If You live in Scotland You can bring legal proceedings in respect of the products in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the products in

either the Northern Irish or the English courts.

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 (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. 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 Pay Monthly 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 Service Plan Provider, EMaC Limited, through doing one of the following:

Phone: 0330 099 6826;

Email: email **support@emac.ltd.uk**;

Post:*EMaC Ltd, Electra Way, Crewe, CW1 6GU*

Please provide Your name, home address, Your Pay Monthly Service Plan number and where available, Your phone number and email address.