

# OUR AFTERSALES TERMS & CONDITIONS OF BUSINESS

NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER

UNTIL ALL SUMS DUES HAVE BEEN PAID IN CLEARED FUNDS, TITLE IN THE GOODS DOES NOT PASS TO THE CUSTOMER AND THE COMPANY CAN RETAIN POSSESSION OF THE VEHICLE.

**Service & Repair:** Please refer to conditions below.

**Parts Sales:** Please refer to conditions below. Notwithstanding the provisions of clauses 35 through 42 (inclusive) below, bespoke goods (i.e. unique to the Customer or the Vehicle) cannot be returned for credit or refund.

## GENERAL

- These terms and conditions, together with the details on the Order Form or Job Card, are intended to contain all the terms of the agreement (the "Agreement") between us (the "Company") and you (the "Customer") relating to the repair, servicing or other works (the "Work") to the vehicle identified on the Job Card (the "Vehicle") and/or to the supply of items by us, whether or not in conjunction with the Work (the "Goods").
- If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
- If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to the Agreement rather than a new agreement.
- You warrant that you own the Vehicle or are duly authorised by the owner to enter into the Agreement for the Work to be done on it on these terms. Further, you expressly authorise us and our servants or agents to use the Vehicle for all purposes in connection with the Agreement. When instructions are given by an insurer to repair a Customer's vehicle, the insurer shall be deemed to be the Customer's agent for the purpose of giving such instructions and the Customer remains liable for such repairs undertaken by the Company.
- You must provide us with any information we need in order to comply with anti-money laundering and counter-terrorism requirements, and you guarantee the accuracy of the information so supplied.
- We reserve the right to refuse to carry out any Work on any Vehicle which we consider, in our sole opinion, to be unsafe and/or unroadworthy. Further, we may refuse to carry out any Work which may, in our sole opinion, render the Vehicle unsafe and/or unroadworthy. Where we are undertaking Work and identify, in our sole opinion, a need for further essential safety related repair, you will be advised accordingly. Should you decline to authorise such further repair, you will be required to sign the requisite disclaimer and hold harmless documentation. Should you decline to sign it, then you can only remove the Vehicle from us by transporter.

## ESTIMATES

- An estimate is our considered approximation of the likely cost of the Work and/or Goods, and is valid for 14 days from when we provide it to you.
- Any estimate is based on the published price for the Goods involved at the time of the estimate. If the manufacturer or other supplier of the Goods changes the published price after the date of the estimate, we will notify you of any consequent increase in the estimate. If the increase will be more than ten per cent (10%) of the total estimate, you may give notice within 14 days cancelling the Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
- Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent (10%) of the total, we will notify you and will not continue with the Work unless you expressly authorise us to do so.
- If you have left the Vehicle with us for an estimate but have not accepted the estimate, or have declined it but failed to collect the Vehicle, within 14 days of the date of the estimate or (if earlier) the date of cancellation, we may charge you for the storage of the Vehicle of the end of that period.
- All estimates are exclusive of any applicable sales tax/value added tax (VAT) and are quoted in euro.

## COMPLETION OF WORK AND PAYMENT

- Work apparently covered by a warranty may be carried out without charge, pending acceptance by the warrantor. In the event of non-acceptance by the warrantor the charge will be rendered later and will be immediately payable by you. If at the time of the work there is any doubt about entitlement under warranty, the work will be charged to you pending the outcome of the approach we make to the warrantor. Any overcharge will then be refunded to you.
- We will try to complete the Work or supply the Goods within any time estimate we have given you, but will not be liable for delays due to any cause outside our control and time shall not be of the essence.
- We shall be entitled to sub-contract all or any part of the Work, but will be responsible for the quality of the sub-contractor's work.
- If for any reason we do not carry out the Work in full, we will charge you only for Goods actually supplied or fitted and a reasonable amount for any Work actually done. The Company does not warrant the condition, safety or the roadworthiness of any vehicle on which the Work has not been completed. No order which has been accepted by the Company may be cancelled by the Customer except with the prior written agreement of the Company and provided that the Customer indemnifies the Company in full against all loss (including loss of profits), costs, damages, charges, and expenses incurred by the Company as a result of cancellation.
- We will notify you when the Work is complete and the Vehicle and/or the Goods are ready for collection and (unless you have a credit facility with us, in which case you must comply with the terms agreed in relation to such credit facility) you must pay for the Work and/or Goods upon collection.
- All payments must be made in cash or by an Irish credit/debit card, unless we have agreed to accept a cheque, in which case the cheque must be drawn on an Irish clearing bank and received not less than five banking days before you collect the Vehicle and/or Goods. A cheque will not be treated as payment until it has been cleared.
- We are entitled to retain the Vehicle and/or Goods until you have paid for the Work and/or Goods in full and in cleared funds.
- If you fail to pay the full amount due or fail to collect the Vehicle and/or Goods:
  - within 7 days of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you for the storage of the Vehicle and/or the Goods from the end of that period.
  - within 3 months of being notified that the Work is complete and/or that the Goods are ready for collection, we may (after giving you the requisite notice of our intention to do so if you have not paid the full amount due and collected the Vehicle and/or Goods before such notice expires) sell the Vehicle and/or the Goods, deduct the amount owing to us (including interest, storage charges and the costs of sale) and pay the balance to the entitled beneficiary.
- Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them. You shall be responsible for any risk, loss or damage from when the Goods or Vehicle are delivered to you or into custody on your behalf, and should insure them accordingly.
- We will retain all parts replaced during any Work done until the Vehicle is collected (except for any to be returned under warranty or service exchange arrangements, or any that the Company disposes of in a particular manner or to a particular person pursuant to environmental, health or other legislation, regulations or guidelines) and will be free to dispose of them as we see fit unless you specifically ask that they be returned to you when collecting the Vehicle.

## TRANSFER OF OWNERSHIP AND RISK

- The Goods will continue to belong to us until you have paid for them in full.
- Until full payment has been received by us and to the greatest extent possible, you shall hold the Goods supplied hereunder in a fiduciary capacity and as bailee for us in a manner which enables them to be identified as the Goods of the Company and the you shall immediately return those Goods to us should we so request. All the normal incidents associated with a fiduciary relationship shall apply. Notwithstanding this clause 23, you shall be permitted to sell the Goods supplied hereunder to third parties in the normal course of business. You grant us and our agents an irrevocable licence to enter at any time without notice any vehicles or premises owned or occupied by you or in your possession for the purpose of repossessing and removing any Goods supplied the property in which has been paid for.

## LOSS, DAMAGE AND LIABILITY

- We will carry out the Work with reasonable care and skill, and unless we have advised you differently, we warrant it will remain free of defects in workmanship for a period of 3 months or 3,000 kilometres, whichever occurs sooner, from the date the Work is completed. However, such warranty will not apply if the Vehicle is involved in an incident or if and to the extent that a defect is caused or worsened by your (a) failing to inform us promptly of the defect and allowing us promptly to examine the Vehicle and endeavour to remedy the defect (b) misusing or neglecting the Vehicle or using it or permitting it to be used for racing, rallying or similar sports (c) failing to comply with cautionary notices or instructions from the manufacturer or from us concerning the treatment, maintenance and care of the Vehicle and/or Goods or to have it/them serviced in accordance with the manufacturer's instructions (d) fitting the Vehicle, or permitting it to be fitted, with parts or accessories which have not been approved by the manufacturer (whether expressly or implicitly), or (e) altering the Vehicle and/or Goods, or permitting it/them to be altered, in any manner which has not been approved by the manufacturer.
- In the case of a warranty claim against us, we must be afforded a reasonable opportunity to repair or replace any defective parts or (if we consider repair or replacement uneconomic), we shall refund an appropriate part of the purchase price.
- You must observe the instructions for use, cautionary notices and other technical information and data supplied with any Goods.

- If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.
- You shall examine the Vehicle and satisfy yourself as to the condition and state of repair of the Vehicle upon collection. You are reminded that any defect apparent upon examination is not subject to the condition of merchantable quality implied by Section 14 (2) Sales of Goods Act, 1893 (as amended). Subject to the provisions of relevant legislation, and always excepting fraud, death or personal injury resulting from our own negligence, we limit our liability for any breach of the Agreement to the amount you have paid for the Work and/or Goods, and expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss. Save in the case where the Customer deals as a consumer (as defined in the Sale of Goods and Supply of Services Act, 1980 (as amended)) (the "Sale of Goods Act"), all statements, representations, conditions or warranties as to the quality of the Goods or Works or their fitness for any purpose whether expressed or implied by law or otherwise are hereby expressly excluded or limited to the fullest extent permitted by law subject always to Section 55 of the Sale of Goods Act. Without prejudice to this clause 25, we otherwise limit our liability to the greatest extent permissible.
- You undertake to remove any items of value not related to the Vehicle as we will not accept any liability for loss or damage to such items which is not attributable to our own negligence.
- We may sell/supply the Goods with the benefit of the manufacturer's warranty but we have no liability in relation to it. The manufacturer's warranty is additional to your statutory rights, and is not effected by any change of ownership of the Goods. Remedial work under the manufacturer's warranty may be carried out in accordance with its terms and conditions.
- No waiver by the Company of any breach shall be considered as a waiver of any subsequent breach of the same or any other provision.

## CONNECTEDDRIVE SERVICES

- If you purchase a Goods that features the series or optional equipment required for vehicle-specific information and support services provided by BMW Automotive (Ireland) Limited ("BMW Ireland") by means of a SIM card installed in the vehicle ("ConnectedDrive"), the General Terms and Conditions of Service for ConnectedDrive shall also apply. BMW Ireland will endeavour to notify you of any changes to these terms and conditions. The current version of the General Terms and Conditions of Service for ConnectedDrive may be viewed, stored and printed out at the website: [www.bmw.ie/connecteddrive](http://www.bmw.ie/connecteddrive) information or will be sent to you upon request. For the avoidance of doubt, the relationship between BMW Ireland and you in this clause 33 applies to the provision of ConnectedDrive services; the vehicle contract is between you and us.

## PRIVACY

- You can tell us or BMW Ireland at any time if you would prefer NOT to receive marketing information; please contact us at our address or telephone number overleaf or BMW Ireland at BMW Customer Services, Swift Square, Santry Demesne, Dublin 9 or freephone 1890 719 421. You may make a written request for a copy of the information held about you for a fee (currently €6.35) or to have any inaccuracies in your information corrected. Further details on the privacy policy are available at [www.bmw.ie/privacy](http://www.bmw.ie/privacy).

## RETURNED GOODS

- Save as provide in clause 35-42 below, we will not accept the return of any Goods which are not defective.
- If this Agreement has been concluded with any face to face contact between us or anyone acting on our respective behalves at our business premises, we may (at our sole discretion) accept the return of any Goods which you did not specifically order, provided that you return them in the same condition as when supplied. Any such returns must be effected within 14 days of delivery, you must produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned Goods.

## DISTANCE SELLING AND OFF-PREMISES CONTRACTS

- If you are a consumer and this Agreement has been concluded without any face to face contact between us or anyone acting on our respective behalves, then the provisions of clauses 38-42 below may apply to you. Pre-contract information can be found [here](#) if the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (the "Regulations") apply to you under this Agreement.
- You must give us written notice (e.g. letter sent by post, fax or e-mail) cancelling this Agreement within 14 days of taking delivery of the Goods if the Regulations apply to you.
- If you cancel the Agreement pursuant to clause 39, we will reimburse all payments received from you, including the costs of delivery. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is a result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than 14 days after we receive back from you the Goods supplied or (if earlier) 14 days after you provide evidence that you have returned the Goods. We will make the reimbursement using the same method of payment as you used for the initial transaction, unless we have expressly agreed otherwise.
- You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.
- No right to cancel under the Regulations applies to (i) Work done which includes Goods on which the packaging is opened and/or installed in the Vehicle, or (ii) personalised Goods or sealed Goods on which the packaging was broken, or (iii) Goods or Works where you requested a visit from us for the purpose of carrying out urgent maintenance or repairs.

## NOTICES

- Unless otherwise stated in the Agreement, any notice to be given under the Agreement must be in writing and sent by post to the address of the person to whom it is addressed, and shall be deemed to have been received in due course of post.
- All written notices given by the Company to the Customer shall take effect 24 hours after being despatched in the normal course of post to the Customer address shown overleaf, or immediately upon delivery by hand.

## JURISDICTION AND DISPUTE RESOLUTION

- The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of Ireland and subject to below, the Irish Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). We subscribe to the Society of the Irish Motor Industry (SIMI) Code of Ethics and will always attempt to resolve any disputes quickly and efficiently. If you are a consumer and remain dissatisfied with the outcome and explanation we have provided, we recommend you contact the Society of the Irish Motor Industry (SIMI) Consumer Complaints Service for investigation, and if necessary, to the SIMI Retail Motor Industry Standards Tribunal whose recommendations are binding on us but not on you. Any such complaint must be referred to the SIMI within 3 months from the date the cause of the complaint first manifested itself. You can contact the SIMI Consumer Complaints Service via [www.simi.ie](http://www.simi.ie), <http://www.simi.ie> or by telephone on 01 6761690. Disputes as between the parties to this Agreement shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators of Ireland and in accordance with the provisions of the Arbitration Act 2010 in the event that you do not refer the dispute to the SIMI pursuant to clause 45; or you do not accept a recommendation of the SIMI Retail Motor Industry Standards Tribunal. In the event that the dispute involves a claim for an amount not exceeding €5,000 then, in accordance with the provisions of the Arbitration Act 2010, you shall not be bound (unless he or she otherwise agrees at any time after the dispute has arisen) into arbitration.

## DATA PROTECTION

We, the Company, will comply with the terms of the Data Protection Acts 1988 and 2003. The "Personal Information" collected by us includes your name, address, telephone number, e-mail address and any other details furnished by you in completing this form. We shall share this information with BMW Group Companies ("BMW") and businesses that process data for BMW or us, for the purposes of essential matters such as (i) the handling of warranty, emergency services, recalls and other safety issues, (ii) ConnectedDrive Services, if the vehicle that you have purchased has emergency call, TeleServices and other related ConnectedDrive Services. We may also contact you for customer service feedback and occasionally ask for assistance in market research or by post to tell you about special promotions or other offers which might interest you.

If you would like us to contact you about special promotions or other offers by phone, text message, picture message, fax and email, please tick this box

If you object to your "Personal Information" also being utilised for customer satisfaction surveys on behalf of BMW, please tick this box

If you consent to your "Personal Information" being used to contact you (including by post, phone, text message, picture message, fax and email) for marketing purposes by BMW, please tick this box