

**TERMS AND CONDITIONS OF BUSINESS**  
(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

**GENERAL**

1. These terms and conditions, together with the details set out on the previous page(s), are intended to contain all the terms of the agreement between us (as the vendor) and you (as the purchaser) relating to the repair, servicing or other work described overleaf (the "Work") to the vehicle identified overleaf (the "Vehicle") and/or the supply of goods, parts or other things to be supplied by us, whether or not in conjunction with the Work (the "Goods"), hereinafter the "Agreement". 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 this Agreement rather than a new agreement.
2. You warrant that you own the Vehicle or are duly authorised by the owner to enter into this Agreement for the Work to be done on it on these terms and conditions. Unless otherwise agreed in writing once you make the Vehicle available to us this shall be regarded as an express request of the Work, if any, being started as soon as reasonably possible.

**ESTIMATES**

3. 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 send it to you.
4. 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 this Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
5. 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.
6. If you have left the Vehicle with us for an estimate but have not accepted the estimate, or have refused it but have failed to collect the Vehicle, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you, at our published rates in force at that time, for the storage of the Vehicle from the end of that period.

**COMPLETION OF WORK AND PAYMENT**

7. We will use our best efforts to do Work or supply Goods within any time estimate we have given you, but will not be liable for delays due to any cause outside our control.
8. We shall be entitled to sub-contract all or any part of the Work, but will be responsible for the quality of the sub-contractors' work.
9. 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.
10. 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 account with us, in which case you must comply with the terms agreed in relation to the operation of such account) you must pay for the Work and/or Goods upon collection.
11. All payments must be received in cleared funds on or before the date agreed for delivery or collection of the Goods and/or the Vehicle. Please refer to the accepted methods of payment schedule available from one of our duly authorised representatives. We are entitled to retain the Vehicle and/or Goods until you have paid for the Work and/or Goods in full.
12. If you fail to pay the full amount due and collect the Vehicle and/or Goods:-
  - 12.1. within 48 hours of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you, at our published rates in force at that time, for the storage of the Vehicle from the end of that period;
  - 12.2. 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 7 days 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 Goods, deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to you.
13. Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.
14. We will retain all parts replaced during any Work done, except for any to be returned under warranty or service exchange arrangements, until the Vehicle is collected, and will be free to dispose of them as we see fit if you do not specifically ask for them when collecting the Vehicle.

**TRANSFER OF OWNERSHIP AND RISK**

15. The Goods will continue to belong to us until you have paid for them in full. You will, however, be responsible for any loss or damage from when they are delivered to you, and should insure accordingly. A cheque will not be treated as payment until it has been cleared.

**LOSS, DAMAGE AND LIABILITY**

16. We will carry out the Work with reasonable care and skill, and warrant it will remain free of defects in workmanship for a period of 3 months or 3,000 miles, whichever occurs sooner, from the date the Work is completed. However, this warranty will not apply if the Vehicle is involved in an accident 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 or permitting it to be used for racing, rallying or similar sports (c) failing to comply with 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 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.
17. 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.
18. You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the Goods.
19. Unless set out otherwise below, we limit our liability for any breach of this Agreement (and for any other liability arising out of or connected to this Agreement) to the amount you have paid for the Work and/or Goods. We expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss. The limitations of liability in this clause 19 do not apply in cases of fraud, death or personal injury.
20. You should remove any items of value not related to the Vehicle as we will not accept any liability for loss or damage to these.

**RETURNED GOODS**

21. We will accept the return of any Goods which you did not order specifically, provided that you return them, in the same condition as when supplied, within 5 working days of delivery, 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**

22. If you are a consumer and if this Agreement has been concluded (a) under an organised distance sales or service-provision scheme without the simultaneous physical presence of you and us, with the exclusive use of one or more means of distance communication up to and including the time at which the Agreement is concluded or (b) in the simultaneous physical presence of you and us, in a place which is not the business premises of us, you have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you, acquires physical possession of the Goods or in case of a service 14 days from the day of the conclusion of this Agreement. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send the communication concerning your exercise of the right to cancel before the cancellation period has expired.
23. If you cancel this Agreement subject to clause 22, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than (a) 14 days after the day we receive back from you any Goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or (c) if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest. If you requested us to begin the performance of services during the cancellation period (see clause 2), you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this Agreement, in comparison with the full coverage of the Agreement.
24. You shall send back the Goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired. You will have to bear the direct cost of returning the Goods. The cost is estimated at a maximum of approximately £500. You are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

**NOTICES**

25. Unless stated otherwise in this Agreement any notice to be given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

**GOVERNING LAW AND JURISDICTION**

26. This Agreement shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the Courts of England.

We may use this information about you now and in the future: (i) to provide you with information on products and services for marketing purposes; (ii) for market research and (iii) tracking of sales data. We may also disclose this information to members of the BMW group of companies, and other companies for the above purposes. If you prefer this not to happen,

please tick here.