



# BMW SERVICE INCLUSIVE.

## TERMS AND CONDITIONS.

### 1. Defined terms and interpretation

1.1 In this document:

**Agreement** means these Terms and Conditions together with the details outlined by the Customer's BSI Certificate.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended from time to time.

**BMW** means BMW Australia Ltd ABN 11 004 675 129.

**BMW Service Inclusive** or **BSI** means the services outlined in clause 2 and further described in Schedule 1 to these Terms and Conditions, and includes, where the context requires, a reference to BMW Service Inclusive Plus or BSI Plus.

**BMW Service Inclusive Plus** or **BSI Plus** means the services outlined in clause 2 and further described in Schedule 1 to these Terms and Conditions.

**BSI Certificate** means the document provided to the Customer, either physically or electronically, outlining the BMW Service Inclusive package that has been purchased or received.

**CBS System** means the BMW Condition Based Servicing system installed in the Vehicle.

**Commencement Date** means either the date of package purchase or, if applicable, the date of the Vehicle's first registration.

**Conclusion of Initial Term** means the date that the Customer is no longer entitled to receive the benefits of the BMW Service Inclusive package as the package's specified time period has elapsed or the Vehicle has reached the specified maximum mileage distance shown on the Vehicle's odometer, whichever occurs first, and includes any renewal or extension acquired by a Customer.

**Customer** means the owner of the Vehicle.

**Initial Term** means the Commencement Date until Conclusion of Initial Term.

**Vehicle** means a BMW branded vehicle that has a CBS System installed, has been distributed by BMW and, as identified by the CBS System, and BMW's records, is entitled to the services under the BMW Service Inclusive package and is classified as either a Vehicle Under 12 Months or a Vehicle Over 12 Months.

**Vehicle Under 12 Months** means a Vehicle which is either sold and delivered within 12 months of the date of the first registration of the Vehicle in any State or Territory or until the first scheduled service has been performed, whichever is later.

**Vehicle Over 12 Months** means a Vehicle which is either sold and delivered 12 months or more after the date of the first registration of the Vehicle in any State or Territory or has had their first scheduled service performed, whichever is earlier.

## 1A. Your Statutory Rights and Remedies

These terms and conditions are subject to any statutory rights and remedies that are available to you, including under the Australian Consumer Law. Those statutory rights and remedies may be pursued in addition to those conferred under these terms and conditions.

## 2. What is included in your purchase of BMW Service Inclusive?

- 2.1 BMW agrees to provide the Customer with the applicable BMW Service Inclusive package as outlined in clause 2.6 in respect of the Vehicle, and as further described in the BSI Certificate.
- 2.2 BMW Service Inclusive is limited to apply to the Vehicle which the package was purchased for as identified by the CBS System, BMW's internal records and the BSI Certificate.
- 2.3 BMW Service Inclusive is transferable to a third party upon the sale of the Vehicle to that third party.
- 2.4 What services are provided?
  - (a) Upon the purchase of BMW Service Inclusive, and subject to these terms and conditions, BMW will supply the services outlined within these Terms and Conditions for the benefit of the Customer and the Vehicle.
- 2.5 How long is a Customer entitled to BMW Service Inclusive benefits?
  - (a) BMW's obligations under clause 2.1, 2.4 and 2.6 commence on the Commencement Date and will continue:
    - (i) for the Initial Term; and
    - (ii) conclude on the Conclusion of Initial term, unless renewed or extended for an additional period and specified maximum mileage distance on the terms specified by the BSI Certificate and agreed to by BMW.
  - (b) For the purposes of clause 2.5(a)(ii) above:
    - (i) one or more renewals or extensions may be acquired by a Customer at any time during the Initial Term and no later than nine (9) months (or other period specified by BMW from time to time) after the Conclusion of Initial Term; and
    - (ii) for the avoidance of doubt, a Customer with an existing BMW Service Inclusive package may upgrade to a BMW Service Inclusive Plus package on renewal or extension, but not if the Vehicle is a Vehicle Over 12 Months at the time the first BMW Service Inclusive package is acquired, and correspondingly a Customer with an existing BMW Service Inclusive Plus package may downgrade to a BMW Service Inclusive package on renewal or extension.
- 2.6 The Customer's entitlements under BMW Service Inclusive include:
  - (a) the Customer having the right, upon the CBS System indicating that a service is due, to arrange for an authorised BMW Dealer to carry out, during ordinary business hours, the following scheduled service work on the Vehicle:
    - (i) service work, as applicable to the Vehicle as stipulated on the CBS System including the supply or replacement of oil, filters, spark plugs and lubricants;
    - (ii) all recommended oil services and inspections as indicated by the Vehicle's CBS System; and
    - (iii) preventative treatment as BMW considers in its sole discretion as necessary, and
  - (b) the Customer is entitled to the services specified at Schedule 1 for the Vehicle which will be provided dependent upon whether the CBS System and BMW's internal records indicate that the Customer is entitled to BMW Service Inclusive or BMW Service Inclusive Plus (as applicable).

## 3. What are the package exclusions?

- 3.1 BMW Service Inclusive does not include:
  - (a) repairs resulting from normal wear and tear to the Vehicle;
  - (b) replacement of tyres;
  - (c) repairs necessary due to damaged glass, panels, paint work, including rust or corrosion;
  - (d) restoration, or special preparation for restoration, after long-term storage;
  - (e) repairs by persons other than an authorised BMW Dealer;
  - (f) effecting or repairing alterations or modifications to the Vehicle;
  - (g) work necessary due to negligence, accidental or intentional damage or abuse, fire, flood, Acts of God, war, acts of terrorism or any other cause beyond the reasonable control of BMW or due to misfuelling, water entry, misuse or exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities;
  - (h) repairs necessary as a result of failing to service the Vehicle in accordance with the CBS System;
  - (i) vehicle recovery, towing or other related travel costs (this may be covered by the applicable roadside assistance programme);

- (j) work involved in daily or other regular checks to the Vehicle;
  - (k) service or maintenance of non-genuine BMW parts or accessories; and
  - (l) service or maintenance work conducted outside Australia
- 3.2 Despite any other clause in these Terms and Conditions, if BMW or an authorised BMW Dealer reasonably determines that a Vehicle's odometer, CBS System or other relevant system in the Vehicle has been tampered or otherwise interfered with such that it no longer operates in accordance with the manufacturer's specifications, the Customer may no longer be entitled to receive the benefits of BMW Service Inclusive as if the Conclusion of the Initial Term were to occur immediately prior to the Vehicle being presented at BMW or the authorised BMW Dealer.

#### 4. What are the Customer's responsibilities?

- 4.1 The Customer must take all reasonable steps to make the Vehicle available to the nominated authorised BMW Dealer during ordinary business hours at the relevant service interval specified by the CBS System of the Vehicle so that the relevant scheduled servicing can be performed. If the Customer misses any scheduled service, additional work may be identified and any costs will not be covered by BMW Service Inclusive. The Customer must comply with the instructions in the CBS System and take steps to minimise any Vehicle damage including in the event of Vehicle defect or failure.
- 4.2 The Customer must maintain, operate and use the Vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.
- 4.3 BMW's obligations under BMW Service Inclusive are conditional upon the maintenance by the Customer of an accurate record of the distance travelled by the Vehicle and production of such record to BMW when required. Additional labour, items and servicing may be required in the service of the Vehicle and these costs will not be covered by BMW Service Inclusive.

#### 5. General information

- 5.1 BMW Service Inclusive applies in addition to any statutory rights or remedies that the Customer may have, including under the Australian Consumer Law. These Terms and Conditions do not exclude, restrict, limit or modify those rights or remedies. Any rights and benefits which the Customer enjoys in terms of the new vehicle warranty conditions will not be affected by the provisions of BMW Service Inclusive.
- 5.2 Work conducted on the Vehicle under BMW Service Inclusive may result in the loss of user generated data electronically stored within the Vehicle such as data, songs or files stored on the Vehicle's hard drive.  
The Customer is advised to retain a copy of such material in an alternative media device before delivering the Vehicle for any work under BMW Service Inclusive.
- 5.3 No refunds are payable where the BMW Service Inclusive package is not redeemed within the Initial Term (including any renewal or extension acquired by the Customer) or where the Customer is unable to redeem the BMW Service Inclusive package for the Vehicle for any reason, including but not limited to where the Vehicle is damaged beyond repair.
- 5.4 These Terms and Conditions and BSI Certificate may be amended by BMW from time to time. Amendments will be published on the BMW website [www.bmw.com.au](http://www.bmw.com.au) and will take effect immediately on publication.

#### Schedule 1 – Service Work

Service Inclusive items	BSI	BSI Plus <sup>^</sup>	
Oil service	✓	✓	* Wear and tear items only eligible for Service Inclusive Plus packages if worn by normal use.
Engine oil top up	✓	✓	~ Maximum of one set per year as required.
Annual vehicle check	✓	✓	† Fuel filter where applicable.
Renew microfilter	✓	✓	# Only applicable to petrol model vehicles.
Renew air filter	✓	✓	^ Only available on Vehicles under 12 months or vehicles over 12 months with an existing BSI package.
Renew fuel filter <sup>†</sup>	✓	✓	
Renew brake fluid	✓	✓	
Replace spark plugs <sup>#</sup>	✓	✓	
Renew front brake pads, discs & sensors*		✓	
Renew rear brake pads, discs & sensors*		✓	
Renew wiper blade rubbers <sup>~</sup>		✓	
Renew clutch disc & plate*		✓	