

Application for BMW Assist/BMW Online



Please complete this application form in full noting the General Terms of Business and General Notes overleaf. Please fax the completed form to 0870 505 0207 prior to vehicle delivery to allow the set-up to be completed. If you have any questions, please call 0800 561 0555.

Account Type

New account Change of ownership
(please tick)

I herewith apply for: (please tick) BMW Assist BMW Online

Main user

BMW Customer number (if known) _____

Title _____ Surname _____ First name _____

Address _____

Postcode _____

Home telephone _____ Work telephone _____

Fax _____ E-mail (see below) _____

Mobile number _____
Important: this is the mobile number to which any relevant passwords will be sent (via SMS) in order to access the services. If you have provided your email address, please tick here if you are happy for BMW (UK) Ltd, BMW Financial Services, Authorised BMW Dealers or BMW Service Authorised Workshops to use this information to contact you in the future.

Vehicle

Vehicle registration number (if known) _____ Chassis number (last 7 digits) _____

Model _____ Colour _____

Vehicle type: (please tick) New car Dealer demonstrator Used car
(please ensure vehicle is updated with necessary options)

Vehicle delivery date _____

Dealer (to be completed by Dealer if applicable)

Dealership name: _____ Dealership number: _____ Dealership contact: _____

Declaration of agreement under the Data Protection Act

The details you provide will only be used by BMW (UK) Ltd, BMW Financial Services, Authorised BMW Dealers or BMW Service Authorised Workshops to keep you informed of new products and services, or for conducting market research. If you do not want your information to be used in this way please tick here.

Customer's signature _____

Signed on behalf of BMW (UK) Ltd

Date _____

Jim O'Donnell
Managing Director

Important: If this form is signed and returned to BMW (UK) Ltd less than 72 hours before vehicle delivery, we cannot guarantee that the services will be available at the time of vehicle delivery. The completed form should be faxed to 0870 505 0207.

BMW Assist / BMW Online - General Terms of Business (GTB)

1 Validity of General Terms of Business

BMW UK (Limited) ("BMW") of Ellesfield Avenue, Bracknell, Berkshire, RG12 8TA, provides the contracting party ("Customer") with telematic Services under the name "BMW Assist" and online Services under the name "BMW Online" in accordance with these General Terms of Business ("Services").

2 Commencement of contract

The contract shall become valid with the acceptance by BMW of the application form completed by the Customer, but no later than the point when the Services are released. The Services shall be released as soon as the technical requirements necessary to do so have been met.

3 Scope of Services, interruptions in Service

3.1 BMW shall provide the Services listed in its specification as agreed with the Customer.

3.2 The Services are partly restricted in spatial terms to the reception and transmission of the radio stations operated by the relevant network operator. They may be adversely affected by atmospheric conditions and topographical factors or obstacles (e.g. bridges and buildings).

3.3 The Customer's call number must be displayed in order for the Services to be properly provided. For this reason, any exclusion of the call number display is automatically cancelled. In individual cases, it is possible that the network operator / Service switchboard may not support this function. Any failure to display the call number may lead to a deterioration in function, especially for the BMW Assist breakdown and emergency Service. The simultaneous use of identical mobile phone subscriptions (mobile phone cards - SIM) may also adversely affect the Services.

3.4 Interruptions in Service may be caused by force majeure, or by technical and other measures, which must be carried out in the systems of BMW, the suppliers or network operators in order to ensure proper operation or to improve the Services, e.g. maintenance, repairs, system-related updates, expansions. They may also result from short-term capacity bottlenecks caused by loading peaks in the Services or by malfunction in areas where telecommunication assets of third-parties are located. BMW will make every reasonable effort to re-instate the Service immediately or to assist with their re-instatement.

3.5 BMW reserves the right to change the agreed Services, if these are of a minor nature or if these are deemed reasonable to the Customer.

3.6 Where a mobile phone SIM card is provided by BMW as part of the in-car hardware, the customer may only use this SIM card for the purposes of BMW Assist and/or BMW Online.

4 Services/obligations on the part of the Customer

4.1 The Customer may not use the Services in violation of the contract or for illegal purposes; nor will he permit third parties to do this. The Customer is not entitled to forward the data and information obtained from using the Services to third parties on a commercial basis or to process them further.

4.2 The Customer must report faults immediately to BMW.

4.3 The Customer must inform BMW immediately of any change in the data entered in the application form.

4.4 The Customer must inform BMW's Customer Service department immediately in writing of the sale, loss, theft, destruction or unauthorised third-party use of the telematic device assigned to him. In such cases, BMW will immediately block access authorisation to the Services.

4.5 The Customer shall bear the costs of any misuse of the emergency Service.

5 Terms of payment

The Customer will receive the BMW Assist service free of charge for a six month period as detailed in BMW's price lists provided to the Customer. The Customer will pay the fee of £300.00 inc. VAT for BMW Online for a 12 month period in advance, all such fees payable on the date the vehicle is provided to the Customer and included in the invoice for the purchase of the vehicle.

6 Duration of contract, notice of termination

6.1 In the case of BMW Online, the contract for the Services shall last for the period of one year after release to the Customer and thereafter the Customer will be given the option to terminate this Agreement or extend the Services for another year on the same terms as this Agreement and on payment of the fee to be notified to the Customer at the point of renewal and thereafter the Customer shall have a similar option to renew every year

6.2 In the case of BMW Assist the contract for the Services shall last for six months after release to the Customer and at the expiry of this period the Customer will be given the option to terminate the Agreement or extend the Agreement for one year on the same terms as this Agreement, except for the amount of the fee to be notified to the Customer at the point of renewal and thereafter the Customer shall have the similar option annually.

6.3 The right to terminate the contract without notice in the cases listed in these conditions or for any other important reason shall not be affected. Either party should be able to terminate the Agreement without notice for a material breach of the Contract on the part of either party, or if the Services are used for illegal purposes, or if BMW can no longer provide the Services for any reason, or if either the Customer or BMW become bankrupt, insolvent, in liquidation, in administration or where either party enter into an arrangement with their creditors.

6.4 Notice of termination must be given in writing and sent by first class post or facsimile and addressed to the Company Secretary of BMW and in the case of the Customer to the residential address of the Customer.

7 Liability

7.1 BMW will only accept liability arising from a failure to observe and perform its obligations under this agreement or attributable to negligence.

7.2 BMW will not accept liability for loss of profit, indirect or consequential loss or damage.

7.3 BMW will not be liable for any inaccuracy in the data or information provided to the Customer as part of the Services and BMW does not warrant the timeliness of the transmission of any data or information provided to the Customer as part of the Services.

7.4 BMW does not exclude or restrict liability to the extent that such liability arises in English Law for death or personal injury.

7.5 Subject to 7.4 above, liability of BMW shall be limited to £40,000.00 per claim or series of claims arising from one incident.

8 Storage of data

BMW hereby confirm that personal data relating to the Customer stored and processed by BMW shall be done so in accordance with all applicable Data Protection regulation.

9 Assignment

Either BMW or the Customer may assign the benefit of this Contract to a third party with the consent of the other party such consent not to be unreasonably withheld.

10 Jurisdiction and applicable law.

This Contract shall be governed by English Law and both parties hereby submit to the jurisdiction of English Courts.

General Notes

This form must be completed and processed before BMW Assist and/or BMW Online services can be released and activated for use. Please ensure that the form is completed in full, as incomplete information could delay the release of the services.

If the vehicle is sold, please inform BMW (UK) Ltd immediately so that the services can be transferred to the new owner. The services may be transferred to the new owner of the vehicle by informing BMW in writing of the details of the new user and providing the duration of the contract has not already expired.

If you have any questions, please contact your local BMW Dealer or call 0800 561 0555.