



Terms & Conditions MINI Connected

1. MINI Digital services and MINI Connected contract

- 1.1 MINI UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "MINI") provides the customer with vehicle-related information and auxiliary services (hereinafter referred to as "Services") under the name "MINI Connected" in accordance with and subject to these Terms & Conditions.
- 1.2 The current version of these Terms and Conditions of Business and Use can be viewed, saved and printed out at any time at www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html. Any amendments to these Terms and Conditions of Business and Use shall be published at least six weeks before their intended date of entry into force and, where MINI is able to contact the customer, shall be notified to the customer. If the customer has agreed an electronic communication channel with MINI, the changes can also be communicated in this way. They become part of the contract if the customer does not object before the intended date of entry into force of the changes. Where the customer does object to any changes, MINI has the right to terminate the contract.
- 1.3 In order for the services to be made available to the customer, the conclusion of a MINI Connected contract between the customer and MINI is required. The MINI Connected contract constitutes the framework agreement between MINI and the customer and, on its own and without the booking of individual services, does not at any time create any obligation on the part of the customer to accept or pay. However, the customer has access to the MINI Digital basic services as set out in the service description (section 3.1) on the basis of this framework agreement. The MINI Digital basic services include the "TeleServices" and "Intelligent Emergency Call" services. Additional MINI Digital services under the MINI Connected contract can be booked (depending on the selected vehicle equipment) when you purchase the vehicle or subsequently via the MINI Shop.
- 1.4 If the customer orders a new MINI vehicle from their seller (MINI authorised Retailer or MINI subsidiary) that has the standard or optional equipment required for a specific service, they may enter into a MINI Connected contract with MINI for the use of this service at the same time. In such case:-
 - a) If the respective service is part of the standard equipment of the new MINI vehicle, the MINI Connected contract between the customer and MINI comes into effect at the same time as the purchase contract for the new MINI vehicle between the customer and the seller.
 - b) If the service in question is exclusively part of the optional equipment for the new MINI vehicle, the customer is only bound by their application to enter into the MINI Connected contract from the point in time at which the customer can no longer deselect the optional equipment ordered for the new MINI vehicle. The MINI Connected contract between the customer and MINI comes into effect when the service is then activated by MINI upon first registration of the new MINI vehicle.
- 1.5 If the customer decides not to use the MINI Digital services and, at the request of the customer, the SIM card installed in the vehicle is deactivated before the new vehicle is handed over, neither the customer nor MINI shall have any further obligations under the MINI Connected contract concluded under section 1.4.

In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely. Further information about these functions are included in the vehicles operating manual.

- 1.6 If no MINI Connected contract is entered into between MINI and the customer in accordance with section 1.4, the customer may enter into a MINI Connected contract for a vehicle that is owned by them or that has been made available to them for permanent use by its owner and that has the corresponding standard or optional equipment, in accordance with the following provisions:
- a) If the customer's vehicle is technically capable of receiving a security code, the customer can assign their vehicle to their account via the customer portal or MINI App. To ensure successful assignment, a security code will be sent to the vehicle specified by the customer upon request. To verify the customer's authorisation, the customer is asked to enter the security code received in the vehicle in the MINI Connected App. By confirming the entry of the security code transmitted to the customer in the vehicle in the customer portal or the MINI App, the customer authorises MINI to conclude a MINI Connected contract. The contract between MINI and the customer is concluded at the time when the customer's vehicle appears as an available vehicle in the customer portal and/or MINI App. This function is only available for vehicles with a production date of March 2018 or later.
 - b) If the customer's vehicle is not technically capable of receiving a security code, the customer shall notify MINI of the conclusion of a MINI Connected contract by sending the duly completed identification form made available to them after entering the necessary data when adding the vehicle in the MINI App. The contract between MINI and the customer is concluded at the time when the customer's vehicle appears as an available vehicle in the MINI App.
- 1.7 Except as specifically set out in Sections 1.4 and 1.6 above, MINI is not required to give any further notice to the customer of a MINI Connected contract coming onto force between MINI and the customer.

2. MINI Portal and MINI Shop

- 2.1 At the internet address www.mini.co.uk, MINI provides the customer with the MINI Portal and the MINI Shop among other things in accordance with these General Terms and Conditions of Business and Use. Use of the MINI Portal is free of charge for the customer.
- 2.2 The use of the "MINI Portal" and the "MINI Shop" requires the creation of a user account by the customer and a login with username and password. The account created in this way can be used by the customer not only for the MINI Portal, but also for other MINI offers such as various apps, depending on the respective service.
- 2.3 Via the "MINI Portal", the customer can view the status of the services activated for their vehicle and manage them. In order to do this, it is necessary to link the customer's user account to the vehicle for which the customer has booked the services and through which the services are to be used. For this link, the customer must transmit the vehicle identification number of the vehicle and individually selectable identification features to MINI via the "MINI Portal".
- 2.4 The purchase of paid or free services in the "MINI Shop" requires there to be a MINI Connected contract (in accordance with sections 1.4 and 1.6) between the customer and MINI, registration of the customer in the "MINI Portal", a link between their vehicle and their user account, and the provision of address and payment data.

3. Description, duration and availability of the services

- 3.1 The scope of the individual services, the terms and availability are described in detail during the booking process and at https://www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html "MINI Digital services - Information/Data Protection" (hereinafter "Service Description"). The costs of the services are specified by MINI individually or for several services together during the booking process.

- 3.2 Once the MINI Connected contract has been entered into, it remains in force indefinitely. In accordance with section 1.3 is unlimited. The duration of other services booked in addition to the basic services is determined by the relevant service description. Generally, in the case of a limited paid-for service, the initial term of the service is a maximum of two years with automatic renewal for a maximum further period of one year, unless the customer terminates the service by notice at least six weeks before the end of the initial term.
- 3.3 The services are provided via a SIM card installed in the vehicle. The services are therefore partly limited by the reception and transmission range of the transmission stations operated by the respective network operator and can also be affected in particular by atmospheric conditions, topographical features, the position of the vehicle and obstacles (e.g. bridges and buildings). In addition, the provision of the services requires the functionality and operational readiness of the mobile network required for the installed SIM card.
- 3.4 Disruptions to the services may result from events beyond the reasonable control of MINI including but not limited to strikes, lock-outs and government and other official action, as well as from technical and other measures that are necessary, for example, at the facilities of MINI, the suppliers of traffic data or the network operators for the proper operation or improvement of the services (e.g. maintenance, repair, system-related software updates, extensions). Service disruptions may also result from short-term capacity bottlenecks due to peak loads on the services or from disruptions in the area of third-party telecommunications systems. MINI shall make all reasonable efforts to promptly remedy such faults and any faults caused by malfunctions of the operating software of the relevant service stored in the customer's vehicle (so-called bugs) or to work towards their elimination but shall otherwise have no liability to the customer in relation to the matters set out in this Section 3.4. In order to rectify faults in a service, MINI is entitled to make adjustments (e.g. configuration adjustments to the software) by remote access to the vehicle software (hereinafter referred to as "remote action"), provided that all of the following conditions are met:
- a) The fault to be rectified has no effect on the operational safety of the customer's vehicle;
 - b) It is to be reasonably expected that the remote measure will permanently remedy the malfunction for the customer's vehicle;
 - (c) The changes made by the remote action are limited to the correction of the fault (although after the correction of faults there may be automatic updates that would have been carried out previously as control processes in a fault-free state); and
 - (d) It is reasonably expected that the remote action will not cause undue impairments to the customer. Undue impairments are deemed to exist in particular if the remote measure will lead to longer-term failures (more than 10 minutes per attempt at a remote measure) or disruptions of other services, to even short-term failures of other vehicle functions or to the loss of personal settings or data of the customer.
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- 3.5 Subject to the conditions set out in section 3.4 a) - d), MINI is also entitled to carry out remote measures to comply with applicable legal and regulatory requirements, to eliminate malfunctions of other operating software stored in the vehicle and to remedy security loopholes.
- 3.6 If a remote measure is not possible for technical reasons, in particular due to poor or interrupted mobile reception or due to temporary vehicle conditions in which the implementation of remote measures is technically impossible (e.g. vehicle conditions that are not suitable for carrying out the respective remote measure, such as, depending on the specific remote measure, parking/living/driving; interruption of the measure by the customer locking/unlocking the vehicle during the remote measure; interruption of the remote measure by starting an eCall), MINI may repeat the remote measure.
- 3.7 The customer may notify MINI Customer Service (see section 9) of any disruptions to services.
- 3.8 MINI reserves the right to modify the scope of a service, provided that such modification is reasonable with regard to the overall scope of the agreed service. In the event of a more extensive modification of the scope of a service, of which the customer can be notified in writing or via an electronic communication channel (e.g. via the MINI App), the customer has the right to terminate this service within six weeks of receipt of the

notification of the modification and have it deactivated free of charge via the MINI Connected Hotline (see section 9).

3.9 MINI may indicate to the customer via the vehicles Central Information Display that Remote Software Upgrades are available which require that the customer confirms the installation of the upgrade via the Central Information Display.

Certain services may not be functional or limited in their functionality until the customer installs the indicated Remote Software Upgrade.

Information about the respective upgrades are provided to the customer as part of the notification indicating that the update is available.

4. Use of the services

- 4.1 The customer may not use the services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the scope of the use of the services to third parties for commercial purposes or to process them further.
- 4.2 The customer shall be wholly liable for the costs of misuse of the emergency call or other services.
- 4.3 The MINI Connected contract between MINI and the customer and the services booked by the customer are vehicle-specific and cannot be transferred to or used in another vehicle.

5. Booking additional services via the "MINI Shop"

5.1 In addition to the basic services, the customer can order further MINI Digital services either directly with the purchase of the new vehicle or subsequently via the "MINI Shop". The "MINI Shop" is aimed at customers with a MINI Connected contract with MINI.

5.2 Offer and conclusion of contract when booking services via the "MINI Shop"

- a) A customer who has registered in the "MINI Portal" can book the various services offered by MINI via the "MINI Shop" at the fixed price indicated. Details of the service in question and its duration can be found in the description of the individual service in the "MINI Shop" and in the service description. As soon as the customer clicks on the button "Order now with payment" in the case of services with costs, or on the button "Order now" in the case of services free of charge, a binding contract with MINI comes into force.
- b) The customer can correct input errors by cancelling the process and starting the process again.
- c) After completing the ordering process, the customer receives a confirmation of the conclusion of the contract for the booked service by e-mail.
- d) The contract sent to the customer after it is entered into is not stored separately by MINI and cannot be called up, requested or viewed by the customer at MINI.

5.3 Order procedure in the "MINI Portal" and via the "MINI Shop"

- a) Start online ordering in the "MINI Portal".
In the "Store" area in the "MINI Portal", the customer can find out about the services offered by MINI Connected (with different durations and prices, if applicable). The customer can then select a service (with duration and price if necessary). The order is started when the customer begins the online ordering process for the selected service and term by clicking the "Book now" button.
- b) Customer status

If the customer has not yet registered in the "MINI Portal" and/or has not yet entered any address and payment information, they must do so first before being able to place an order.

c) Order overview/order change

If the customer has already registered in the "MINI Portal" and entered address and payment information, they will be taken directly to an overview page which displays the complete order with all relevant contract data. The customer may then cancel the order process by leaving the website. If the customer agrees with the order overview, they can place their binding order by clicking on the button "Order now with payment". In order to complete the order, you must accept the General Terms and Conditions of Business and Use. If the customer has not yet registered in the "MINI Portal" and/or has not yet provided any address and payment information, they must first enter this in the "MINI Portal" in the "Administration" area before the order can be placed.

d) Order information:

After completing the ordering process, the customer will also receive the service description and the Terms & Conditions by e-mail.

5.4 Provision and activation of services

After the customer has clicked on the "Order now with payment" or "Order now" button, the service is booked with MINI and directed to activation. A provisioning file is then sent to the vehicle and the service is activated in the vehicle. This process usually takes a few minutes. However, the process cannot be completed if the data connection is interrupted. In such a case, the provision of the service will be delayed until the transmission to the vehicle was able to be carried out.

5.5. Payment

- a) The stated prices are in pounds sterling including value added tax.
- b) The customer can pay for fee-based services using the payment options offered in each case.
- c) In the event of late payment by the customer, MINI shall be entitled to suspend or discontinue the provision of the relevant services and to deactivate the customer's access authorisation to such services until the customer has paid in full. This deactivation shall include, where appropriate, the function of the "Intelligent Emergency Call" service. The customer will be in default in payment if they have not paid within 30 days of the invoice date.
- d) The customer may only offset amounts claimed by it against MINI against claims by MINI if the customer's claim is undisputed or has been legally established.

5.6 Right of cancellation

If the customer is a consumer, they have a 14-day right of revocation (see section 8).

6. Deactivation of the services, termination of the MINI Connected contract

- 6.1 The customer may have the SIM card installed in the car deactivated at any time by an authorised MINI dealer, a MINI subsidiary or an authorised MINI workshop. When the SIM card is deactivated, all booked MINI Digital services including basic services are deactivated. Deactivation means that the emergency call (option 6AC) in the vehicle will also not function. In vehicles that are equipped ex works with statutory emergency call, the SIM card cannot be completely deactivated, as the statutory emergency call is part of the vehicle's type approval.
In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required,

e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely.

- 6.2 MINI and the customer may terminate the MINI Connected contract if an unlimited term applies to it in accordance with section 3.2 or an unlimited duration service at any time with six weeks' notice. Otherwise, where there is a specified initial term with automatic renewal, the customer may terminate the service by at least six weeks' notice before the end of the initial term.
- 6.3 MINI may refuse, suspend, cancel or terminate all or some services or the MINI ConnectedDrive contract as a whole in the event of the customer being or becoming subject to Sanctions (as defined in the following sentence) provided that under the Sanctions, MINI is no longer permitted to provide the respective services to the customer.

Sanctions means any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union or Her Majesty's Treasury (HMT)). To the extent the respective services have already been paid for by the customer, the customer may claim an appropriate refund regarding the unused/cancelled service provided that MINI has received approval from the relevant authority (to the extent required under the applicable Sanctions).

7. Sale or permanent transfer of the vehicle

- 7.1 The customer may not transfer their existing MINI Connected contract with MINI to a third party without the consent of MINI. This also applies in the event that the customer sells or permanently transfers their vehicle to a third party.
- 7.2 If the vehicle is sold or permanently transferred to a third party, the customer must ensure that all personal data stored in the vehicle is deleted. The customer must also end the link between the vehicle and their user account.
- 7.3 The customer is obliged to inform the third party to whom he sells their vehicle or to whom they permanently transfers their vehicle of all active and deactivated services.
- 7.4 If the vehicle is sold or passed on to a third party, the customer has the right to terminate a limited duration service with a six-week notice period in addition to the termination option under section 6.2. If the customer terminates a temporary service before the end of the agreed term, there will be no entitlement to any refund.

8. Right of cancellation for consumers

Right of cancellation:

If you are a consumer, you have the right, within fourteen days after this contract is entered into, to cancel this contract without giving reasons.

In order to exercise your right of revocation, you must notify us (MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN or by email to miniconnecteddrive@mini.co.uk) by means of a clear statement (e.g. a letter sent by post or e-mail) about your decision to cancel this contract. You can use the model cancellation form below for this purpose, but this is not mandatory.

Consequences of cancellation:

If you cancel this contract, we will reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notification of your cancellation of this contract. We will use the same means of payment for this refund that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services commence during the cancellation period, you will pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation in respect of this contract compared to the total amount of services provided for in the contract.

Cancellation form

(If you want to cancel the contract, please fill out this form and return it.)

By post to: MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN

Or via e-mail to: miniconnecteddrive@mini.co.uk

- I/we (*) hereby give notice that we cancel our contract for the provision of the following service (*)
 - Ordered on (*)/received on (*)
 - Vehicle VIN number
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only in case of communication by paper)
 - Date
-

(*) Delete as applicable.

9. Contact

The MINI customer service can be reached by e-mail at miniconnecteddrive@mini.co.uk. The MINI Connected hotline is available from Monday to Friday from 08:00 to 19:00 hours and Weekends from 09:00 to 17:00 hours at the telephone number +44 (0)800 0836 464.

10. Liability

- 10.1 MINI accepts no liability for the accuracy and currency of the data and information transmitted via the services.
- 10.2 MINI shall not be liable for the consequences of malfunctions, interruptions and functional impairments of the services, in particular in the cases described in sections 3.3 and 3.4.
- 10.3 Subject always to sections 10.1, 10.2 and 10.4, in no circumstances shall MINI or its employees or agents be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill or loss (whether direct or indirect) of anticipated savings or wasted expenditure in connection with this contract..
- 10.4 Nothing in this section 10 shall exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

11. Data processing and security

- 11.1 The data entered by the customer within the framework of the "MINI Portal" or the "MINI Shop" are automatically encrypted using the SSL protocol (Secure Sockets Layer Protocol). SSL is the industry standard for transferring confidential data over the internet.
- 11.2 MINI collects, stores and processes the personal data provided by the customer in accordance with applicable data protection law and to the extent necessary for the performance of the contract and the use and invoicing of the services. Details on the processing of personal or vehicle-related data within the scope of the individual services can be viewed in the service descriptions and at https://www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html.
- 11.3 The customer shall inform MINI immediately of any changes to its personal details relevant to the contractual relationship and the invoicing of services.
- 11.4 Usage data required for the proper billing of services (billing data) may be stored and used by MINI beyond the end of the contract until the billing is completed. To the extent necessary for the purpose of detecting and preventing improper use of services, inventory and traffic data may be processed and, where appropriate, stored beyond the end of the use process.
- 11.5 Data from the use of the services are evaluated solely in a completely anonymous form, for the purpose of quality control.

12. Jurisdiction and applicable law

- 12.1 This contract 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 and construed in accordance with the law of England and Wales.
- 12.2 Each of the customer and MINI irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

13. MINI Connect Services (New Vehicle) Subscription Start Date

- 13.1 On newly produced MINI vehicles, the MINI Digital Services included as standard equipment have their subscription period start at the point of vehicle production (plus grace period up to 90 days to allow for vehicle delivery and handover, depending on production location). Services do not start at point of registration.

Terms and Conditions of BMW UK for the sale of Service Inclusive in the MINI Shop

1. Scope of Application, Contracting Partner

- 1.1 The sale of Service Inclusive packages via the MINI Shop (available at: https://www.mini.co.uk/en_GB/shop/ls/cp/connected-drive) by BMW UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "BMW") shall exclusively be subject to these General Terms and Conditions (hereinafter "Terms") in the version valid at the time of conclusion of the sales contract. In addition to these Terms, the MINI Connected Terms and Conditions, available at www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html shall apply. In case of discrepancies, these Terms shall prevail with regard to the purchase of Service Inclusive packages.

2. Offer and Conclusion of Contract

- 2.1 The customer has the option to purchase the following Service Inclusive packages in the MINI Shop: "Service Inclusive". The Service Inclusive packages include certain service and maintenance work to which the customer is entitled during the selected term. The details of the available Service Inclusive packages and the runtime-mileage combinations can be found in the descriptions of the MINI Shop.
- 2.2 The Service Inclusive packages displayed in the MINI Shop and indicated as available constitute a binding offer by BMW which the customer can accept at the specified fixed price.
- 2.3 In the MINI Shop the customer can select a Service Inclusive package with the desired runtime-mileage combination under "Service Inclusive". The customer can initiate the order process by clicking the button "book now" for the selected Service Inclusive package.
- 2.4 If the customer has not yet registered at "MINI Portal" and/or has not yet entered any valid address and payment information, the customer first has to do this before he can place an order.
- 2.5 Provided the customer has registered at "MINI Portal" and has entered his valid address and payment information, the customer proceeds directly to an overview page displaying the complete order with all relevant contractual data. The customer has the option to check the complete data again and correct any possible input errors. By clicking the button "order with obligation to pay", a contract between the customer and BMW is concluded on the basis of the contractual provisions, including these Terms.
- 2.6 After completion of the order process, the customer receives a confirmation of the contract conclusion, a description of the purchased Service Inclusive package as well as a copy of these Terms via email.
- 2.7 If the customer is a consumer the customer has a right to withdraw from the contract within 14 days (see section 8 for details).
- 2.8 The conclusion of the contract is offered in English language.
- 2.9 The order is saved by MINI in the user account "MINI Portal". The customer can view, save and print the order there.
- 2.10 The purchased Service Inclusive package will be activated as soon as BMW has received the purchase price.

3. Availability and Term of Service Inclusive Packages

- 3.1 For MINI vehicles for which the first service was not due yet, the customer can choose "Service Inclusive". The customer can check the availability of the individual Service Inclusive packages for a MINI vehicle by entering the vehicle identification number in the MINI Shop.

- 3.2 The individual Service Inclusive packages have fixed terms which are measured by runtime in months and mileage of the vehicle in km; relevant for the expiry of the term is whichever threshold is reached first.
- 3.3 The term for “Service Inclusive” (runtime and mileage) begins with the first registration of the vehicle.

Service Inclusive Package	Availability	Commencement of the Term
“Service Inclusive“	As of the first registration of the vehicle up to a maximum of 2 years after the first registration or until the vehicle’s first service.	“Service Inclusive” (runtime and mileage) begins with the first registration of the vehicle

For example, if the customer purchases “Service Inclusive” in December 2018 for a MINI vehicle initially registered on October 1, 2018 for a term of 5 years / 62,000 miles, the term of the Service Inclusive package begins on October 1, 2018. It ends on September 30, 2023 or on the day on which the vehicle reaches a mileage of 62,000 miles, whichever is reached first.

- 3.4 Upon expiry of the chosen term in years or mileage in miles (whichever is reached first), the entitlement to the services of the Service Inclusive package ends.

4. Sale or Loss of Possibility to use the Vehicle

- 4.1 The Service Inclusive packages are vehicle-based. They cannot be transferred to another vehicle or used for another vehicle.
- 4.2 If the customer sells the vehicle, the vehicle suffers a total loss or the customer can no longer use the vehicle for other reasons, the customer is not entitled to claim (partial) reimbursement of the purchase price for the Service Inclusive package.

5. Security

All information provided in the MINI Shop, such as credit card information, bank account information, address and e-mail address, are automatically encrypted using the Secure Sockets Layer Protocol (SSL). SSL is the industry standard for transferring sensitive data over the Internet.

6. Prices and Payment Terms

- 6.1 The purchase prices shall be determined according to the prices valid at the time of the order as specified in the MINI Shop. All prices are indicated in GBP.
- 6.2 Payments can only be affected by the means of payment provided in the user account “MINI Portal“. The purchase price shall be due and payable immediately upon conclusion of the contract.

7. Redemption of Service Inclusive Packages; Scope of Services

- 7.1 The customer can redeem the Service Inclusive packages at all participating MINI service partners worldwide. Further information on the participating MINI service partners are available at https://www.mini.co.uk/en_GB/home/find-a-mini-centre.html
- 7.2 The customer is entitled to any services included in the respective Service Inclusive package, regardless of how often services are due during the term.
- 7.3 Service Inclusive services can only be requested if the intelligent maintenance system (Condition Based Service / CBS) in the vehicle indicates the service requirement.

- 7.4 “Service Inclusive“ consists of the following scope of work, including genuine MINI parts and oil used to provide the services:

MINI ICE (Internal Combustion Engine):

- Engine oil service
- Service Top-Ups (Engine Oil)
- Service vehicle check in accordance with MINI guidelines
- Service air filter
- Service fuel filter (Diesel)
- Service micro filter
- Service spark plugs (gasoline)
- Service brake fluids

MINI BEV (Battery Electric Vehicle):

- Service vehicle check in accordance with MINI guidelines
- Service micro filter
- Service brake fluids

MINI PHEV (Plug-in Hybrid Electric Vehicle):

- Engine oil service
- Service Top-Ups (Engine Oil)
- Service vehicle check in accordance with MINI guidelines
- Service fuel filter (Diesel)
- Service micro filter
- Service spark plugs (gasoline)
- Service air filter
- Service spark plugs
- Service brake fluids
- Service door hinge*

- 7.5 The customer is not entitled to the services, if (i) the vehicle has not been operated properly, (ii) the vehicle has been overstressed (e.g. due to use in motorsport competitions), and/or (iii) the maintenance intervals displayed in the vehicle (for motor oil change, air filter, fuel filter, micro filter, spark plugs and brake fluid) or the time / mileage requirements specified by MINI (for vehicle check and standard scopes) have not been complied with.

8. Right of cancellation for consumers

Right of cancellation:

If you are a consumer, you have the right, within fourteen days after this contract is entered into, to cancel this contract without giving reasons.

In order to exercise your right of revocation, you must notify us (MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN or by email to miniconnecteddrive@mini.co.uk) by means of a clear statement (e.g. a letter sent by post or e-mail) about your decision to cancel this contract. You can use the model cancellation form below for this purpose, but this is not mandatory.

Consequences of cancellation:

If you cancel this contract, we will reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the

date we receive notification of your cancellation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services commence during the cancellation period, you will pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation compared to the total amount of services provided for in the contract.

Cancellation form

(If you want to cancel the contract, please fill out this form and return it.)

By post to: MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN

Or via e-mail to: miniconnecteddrive@mini.co.uk

- I/we (*) hereby give notice that we cancel our contract for the provision of the following service (*)
 - Ordered on (*)/received on (*)
 - Vehicle VIN number
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only in case of communication by paper)
 - Date
-

(*) Delete as applicable.

9. Customer Service

The MINI customer service can be reached by e-mail at miniconnecteddrive@mini.co.uk. The MINI Connected hotline is available from Monday to Friday from 08:00 to 19:00 hours and Weekends from 09:00 to 17:00 hours at the telephone number +44 (0)800 0836 464.

10. Liability

- 10.1 BMW accepts no liability for the accuracy and currency of the data and information transmitted via the services.
- 10.2 BMW shall not be liable for the consequences of malfunctions, interruptions and functional impairments of the services.
- 10.3 Subject always to Sections 10.1, 10.2 and 10.4, in no circumstances shall BMW or its employees or agents be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill or loss (whether direct or indirect) of anticipated savings or wasted expenditure in connection with this contract.
- 10.4 Nothing in this Section 10 shall exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

11. Jurisdiction / Applicable law

- 11.1** This contract 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 and construed in accordance with the law of England and Wales
- 11.2** Each of the customer and BMW irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

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