



BMW FIRST Experience.

BMW FIRST Experience Fleet (Terms & Conditions)

As per December 2018

These Terms and Conditions, together with any additional terms provided to me by BMW Automotive (Ireland) Limited (BMW) or its servants or agents shall form the agreement (**Agreement**) between us with regard to the services set out below.

(1) WHAT IS THE BMW FIRST EXPERIENCE FLEET?

The BMW FIRST Experience Fleet is an innovative mobility concept that gives BMW FIRST Subscription customers the ability to rent BMW premium vehicles at a subsidised rate.

(2) WHAT ARE THE REQUIREMENTS FOR RENTING FROM THE BMW FIRST EXPERIENCE FLEET?

To rent from the BMW FIRST Experience Fleet customers must have an active subscription to any subscription plan. The minimum driver's age is 25 years. Additionally, the renter's driving license must have been held continuously [in Ireland] for at least five years. There must be at least 3 months validity remaining on your licence at the time of rental. The renter must have a full Irish driving license and has not been convicted of an offence under the Road Traffic Act in the last 5 years. For all BMW M models (including M Performance) or one of the models with a designation higher than 35i/d the renter must agree to and sign the "Additional conditions for high-performance vehicles and M automobiles" form prior to using the service.

(3) FOR HOW LONG CAN THE BMW FIRST EXPERIENCE FLEET BE RENTED?

At BMW's sole discretion there will be two slots available for each vehicle on a weekly basis. The weekday and weekend slot. Where availability allows, the weekday and weekend slot can be merged together under one rental, but bookings can never be longer than one week.

(4) MUST A DEPOSIT BE HELD BEFORE THE VEHICLE CAN BE PICKED UP?

In the day(s) leading to the date of rental collection, a rental deposit will be preauthorized on your credit card. The amount for the deposit is €1,500 in respect of the deductible excess for which you are responsible, plus the amount for the estimated rental fee. It is not possible to split this deposit over two credit cards. Therefore, please make sure that the credit card provided has an adequate amount available and an appropriate guarantee. Once the vehicle has been returned and undamaged and appropriate checks have been carried out the credit card will be charged with the actual cost incurred by you.

(5) HOW CAN THE BMW FIRST EXPERIENCE FLEET TEAM BE CONTACTED?

The main contact for the BMW FIRST Experience Fleet is BMW FIRST Project Co-Ordinator , Fabrice Lee who can be contacted during normal business hours on Fabrice.Lee@partner.bmw.ie or 01 8628216

(6) WHERE IS THE VEHICLE PICKED UP AND RETURNED?

Vehicle pick-up and return is only possible at Automotive Team (acting as our agents), Unit 86 Furze Rd, Sandyford Industrial Estate, Dublin 18. The return times of the rental specified at pick up must be adhered to by you, or late return fees will be imposed.

The renter shall be obliged to notify BMW or its agents immediately and before starting to drive the vehicle, of any defects which are discovered subsequently and which have not been documented in the handover report.

(7) HOW CAN BMW FIRST EXPERIENCE FLEET BE BOOKED?

A BMW FIRST Experience Fleet vehicle can only be reserved through contacting the BMW FIRST Project Co-Ordinator , Fabrice Lee Fabrice.Lee@partner.bmw.ie or 01 8628216 during normal business hours.

(8) HOW LONG IN ADVANCE IS IT POSSIBLE TO RESERVE A VEHICLE?



There is no limit on how long in advance a vehicle can be booked, but please be advised that availability of model specification cannot be guaranteed due to vehicle rotation.

(9) CAN EXISTING RESERVATIONS BE CHANGED?

Existing reservations can be changed free of charge by contacting the BMW FIRST Project Co-Ordinator , Fabrice Lee Fabrice.Lee@partner.bmw.ie or 01 8628216 during normal business hours. Please note reservation changes are dependent on product availability.

Extending a reservation is only possible if there is no other reservation following. Applicable costs shall be charged accordingly at the end of the rental period.

(10) HOW CAN AN EXISTING RESERVATION BE CANCELLED?

An existing reservation can be cancelled free of charge up to two hours prior the rental beginning. If the reservation is cancelled less than two hours prior the rental beginning, this will be deemed as a 'no notice' cancellation. BMW reserves the right to charge a 'no notice' cancellation fee of €50.

(11) WHAT DOCUMENTS DO I NEED AT THE VEHICLE PICK-UP?

At the vehicle handover the renter needs to have a valid driving license, as well as a credit card (which must be the physical card used during authorisation). Please note that the credit card needs to be issued in the name of the renter. Prepaid credit cards and debit cards cannot be used for payment. Your card should also have at least 3 months validity remaining at the time of the rental. It is not possible to pick up the vehicle without these documents.

(12) HOW DO I RECEIVE MY RESERVED VEHICLE?

After you have finished registration at the BMW FIRST Experience Fleet reception counter at Automotive Team, a member of the BMW FIRST Experience Fleet Team accompanies you to the vehicle for a detailed vehicle introduction and handover.

(13) HOW DO I ACCESS IMPORTANT PHONE NUMBERS DURING MY RENTAL PERIOD?

All-important phone and hotline numbers are located in the vehicle.

(14) WHAT HAPPENS SHOULD I VIOLATE ANY ROAD TRAFFIC LAWS/REGULATIONS?

The renter is solely and completely responsible for the consequences of any offences or breach of any applicable road traffic laws and regulations, such as excessive speed, dangerous driving and illegal parking, recorded against the rented vehicle. Should BMW receive relevant notification, it will submit the renter's data to the authorities who will then contact the renter directly. The renter is responsible for payment of all fines and or costs of any kind associated with any breach of applicable road traffic laws or regulations, which may be charged by BMW on the credit card provided at the time of rental.

(15) WHAT DO I DO IN THE EVENT OF A BREAKDOWN?

If you have a breakdown during normal business hours please inform the BMW FIRST Experience Fleet service hotline immediately (01 5249244), who will then provide you with instructions on further action. Furthermore the BMW Group Mobile Service is also available by calling 1800 409900. This number is accessible in the vehicle or by using the SOS eCall button. You will be provided with an alternative vehicle as soon as reasonably possible.

(16) ARE ADDITIONAL DRIVERS PERMITTED?

No, additional drivers are not permitted to drive the BMW FIRST Experience vehicles in any circumstances. Any renter that fails to comply with this condition will be treated as acting in gross negligence with the full amount of the €1,500 deductible excess being immediately taken from the renter's credit card by BMW.

(17) MAY BMW FIRST EXPERIENCE FLEET VEHICLES ALSO BE USED FOR DRIVING OUTSIDE OF THE REPUBLIC OF IRELAND?



The BMW FIRST Experience Fleet cannot be driven outside of the Island of Ireland at any time. Any renter that fails to comply with this condition will be treated as acting in gross negligence with the full amount of the €1,500 deductible excess immediately being taken from the renter's credit card by BMW.

(18) HOW ARE FUELLING COSTS SETTLED?

The vehicle will be handed over with a full tank. The vehicle must be returned with a full tank at the end of the rental. If the vehicle is returned less than full (at BMW's sole discretion), there will be a standing charge of €25 to fuel the car and the fuel will be billed separately at a rate of market price + €0.50 per litre which will be taken directly from the credit card used for the rental. Your return of the vehicle with less than a full tank is deemed to be agreement for this charge.

(19) IS THE USE OF A MOBILE PHONE ALLOWED WHEN DRIVING?

As it is illegal to use a mobile phone without a hands-free system in the Republic of Ireland, all BMW FIRST Experience Fleet vehicles have a Bluetooth connection to the hands-free system. The BMW FIRST Experience Fleet Team will be happy to assist you in setting up the hands-free connection during the vehicle introduction.

(20) IS SMOKING PERMITTED IN THE CAR?

Smoking is forbidden in all BMW FIRST Experience Fleet vehicles. BMW reserves the right to charge the renter a minimum fee of €300 Euros on the credit card used for the rental for specialist cleaning in BMW's sole discretion if the smoking ban is not adhered to.

(21) IS THE USE OF CHILDREN'S AND BABY SEATS ALLOWED IN THE VEHICLE?

Children's as well as baby seats can be used in the vehicle. Please note that BMW Ireland is not able to provide children's/baby seats. However, you can use your own children's and baby seats if you wish and you acknowledge that you do so solely at your own risk.

(22) IS THE TRANSPORT OF DOMESTIC ANIMALS ALLOWED?

The transport of domestic animals is not allowed in the BMW FIRST Experience Fleet vehicles. BMW reserves the right to charge costs of €200 for specialist cleaning when the vehicle is returned if in BMW's sole discretion there is a presence of animal hair in the vehicle.

(23) IS IT PERMITTED TO ATTACH ADDITIONAL MEANS OF TRANSPORT TO THE VEHICLE?

It is forbidden to attach additional means of transport, for instance a roof rack, as considerable damage may be caused to the vehicle if the installation work is not carried out correctly. BMW FIRST Experience have official BMW accessories available (subject to availability)

(24) IS THE VEHICLE INSURED?

The BMW FIRST Experience Fleet vehicles are covered by legally required third party insurance, with a deductible excess of €1,500 which the renter is required to pay in any circumstances in which a claim arises. This amount is pre-authorised on the credit card used at the time of rental.

The insurance cover for the rented vehicle includes third party liability insurance with maximum cover for personal injury and property damage amounting to EUR 30 million.

If insurance cover is declined for any reason due to the behaviour or actions of the renter, (i.e. for drunk driving), the renter shall be fully liable for the damage or costs arising from the renter's actions.

(25) CAN I INSURE BMW FIRST EXPERIENCE FLEET VEHICLES WITH A DIFFERENT INSURANCE POLICY?

No, renter's insurance policy does not cover BMW FIRST Experience Fleet vehicles.

(26) ARE ADDITIONAL FEES CHARGED FOR THE INSURANCE?

No additional fees are charged for insurances as they are included in the rental price.



(27) WHO IS RESPONSIBLE FOR ROAD TOLLS, FINES AND OTHER CHARGES?

The renter is solely responsible for all tolls, fines and other road charges (including without limitation parking charges) which if not paid by the renter at the time they are incurred, will be subsequently charged by BMW using the credit card provided at the time of rental.

(28) WHO DO I CONTACT IN THE EVENT OF VEHICLE DAMAGE?

Should the vehicle be damaged or involved in an accident during the journey, please immediately inform the Gardaí and then contact the BMW FIRST Experience Fleet service hotline (01 5249244), outside of business hours please call BMW Emergency Service on 1800 409900.

(29) WHAT DO I DO IN THE EVENT OF AN ACCIDENT?

In the event of an accident the first priority is to ensure the well-being of everyone involved as well as making the accident scene safe. It is therefore essential to inform the Gardaí and, if necessary, the emergency services, as every accident has to be reported to the police, even in the case of only minor damage. Guilt or liability must not be admitted under any circumstances as this may, for instance, put the insurance cover at risk. In every case you must make a note of the name of the other party involved in the accident. This also needs to include the name of the vehicle owner, the vehicle registration number as well as any Gardaí reference number. If it is safe to do so, and you are able, you should take photographs of the incident. The renter should not leave the scene of the accident until the above obligations are fulfilled. Please also immediately inform the BMW FIRST Experience Fleet team (01 5249244) inside working hours and BMW Emergency Service on 1800 409900 outside of working hours.

(30) WHO PAYS FOR THE DAMAGE?

Damage to the vehicle(s) will be covered by the deductible excess of €1,500 and where required, BMW Motor Insurance Policy. In a case where it has been found that there has been improper use of the vehicle by the renter whether contrary to the “additional conditions for high-performance vehicles and M automobiles terms” or otherwise (including without limitation a breach of any road traffic law or regulation) BMW reserves the right to increase the deductible excess by an amount corresponding to the damage or costs incurred and reserves the right to debit or charge in any other manner 100% of all damage and related costs, to the renter. BMW reserves the right to hold the renter’s pre-authorised deductible excess until liability of the accident or any damage is established.

(31) CAN THE EXCESS BE REDUCED?

The deductible excess of €1,500 cannot be reduced.

(32) WHAT HAPPENS WHEN DAMAGE IS DETECTED AT THE VEHICLE RETURN?

BMW reserves the right to charge for all damages or costs caused during the rental. When returning the car BMW will carry out a detailed vehicle inspection. Any damage will be noted in the return documents and charged accordingly to the customer, whether through the €1,500.00 deductible excess hold or otherwise.

(33) WHEN CAN THE VEHICLE BE HANDED BACK?

The vehicle must be brought back to Automotive Team at the agreed end of the rental period. If for any reason the vehicle cannot be returned the BMW FIRST Experience Fleet team must always be informed. Further rental fees will apply and will be calculated according to the rental time. The vehicle must be returned by 11am on the last day of the rental.

(34) WHAT HAPPENS WHEN THE VEHICLE IS RETURNED LATE?

Please inform the BMW FIRST Experience Fleet team immediately. No further costs will be charged as long as the vehicle is not returned later than 60 minutes from the agreed time. However, should this time period be exceeded, BMW reserves the right to charge the renter the excess costs incurred to be charged at a daily rate per day or part thereof that the vehicle is late.



(35) WHAT HAPPENS WHEN THE PREVIOUS RENTER RETURNS THE VEHICLE LATE?

BMW FIRST Experience Fleet Team will use its reasonable endeavours to find a suitable solution for you, should the previous renter not return the vehicle in time. However, BMW shall have no liability to you of any kind if it is unable to find a suitable replacement vehicle;

(36) CAN THE VEHICLE ALSO BE GIVEN BACK BY A DIFFERENT PERSON?

Unfortunately, it is not possible for anyone other than the renter to return the vehicle as her or his signature is required on the return documents.

(37) CAN I PARK MY OWN VEHICLE AT AUTOMOTIVE TEAM DURING MY RENTAL?

Automotive Team can offer customer parking spaces. The cost to park your own vehicle at Automotive Team premises is set at €4 a day. No liability is accepted by Automotive Team for vehicles held on site and no insurance is kept on vehicles left on site. Your vehicle will therefore be left with Automotive Team at your own risk.

(38) WILL THE VEHICLE BE CLEANED AFTER THE USAGE?

BMW FIRST Experience Fleet vehicles are cleaned after every usage. There is no additional charge for normal cleaning as this is included in the rental price.

(39) WHAT HAPPENS WHEN THE VEHICLE IS EXTREMELY DIRTY?

Should a vehicle be returned in an extremely dirty condition (at BMW's or Automotive Team's sole discretion), BMW reserves the right to charge the renter additional fees starting from €75 for specialist cleaning. Any final determination on the fee will be based on the additional valeting required.

(40) USE OF VEHICLE

The renter may not sell, rent, pledge, give away or assign the vehicle as security. The renter must keep the vehicle free from all third-party rights. BMW must be informed immediately by the renter of any claims by third parties to the vehicle or in the event of any theft, damage or loss. The renter shall bear the costs for measures to resist access by third parties which are not caused by BMW and have not been paid for by third parties.

(41) THEFT/LOSS OF VEHICLES/ITEMS IN VEHICLES

After a theft of the vehicle, vehicle parts or accessories, the renter must immediately report the theft to the Gardai as well as inform BMW accordingly. The renter shall be obliged to immediately report any damage to BMW completely and truthfully.

BMW shall assume no liability for any items left in the vehicle upon its return.

(42) HOW IS THE TOTAL RENTAL PRICE CALCULATED?

The final rental price consists of the set rental slot rate for midweek/weekend rentals as applicable. When returning the vehicle the fuel level will also be checked. Charges for any extra fees such as damage or other charges/fuelling may be added.

(43) HOW AND WHEN IS THE PAYMENT MADE?

The total rental amount will be debited from your credit card once the vehicle has been returned and the vehicle inspection has taken place and any liability for damage or other charges has been assessed by BMW. The invoice can either be provided in printed form or sent directly via email.

The renter shall authorise BMW or its agents to charge the method of payment indicated by them at the time of the first rental for all later rentals as well as any other fees owed by the renter from or in connection with the rental (e.g. lump-sum expenses in the event of traffic offences, contractual penalties etc.)



Unless otherwise agreed, the costs of the vehicle rental, all other agreed charges and the €1,500.00 deductible excess shall be charged to the renter's credit card. If, in the event of default on the part of the renter, it becomes necessary to commission an authorised debt collection agency, the renter shall bear the costs thereby incurred.

In the event of a change of address and/or change of name or if an invoice is not received or cannot be received, the renter shall inform BMW of this without delay. In this case, BMW or its agents shall send a copy of the invoice again and shall refer to it as a copy.

I, the renter have read, understand and agree to the terms set out in the Agreement.

Customer:

(Name in block letters)

Signature

Date