

MINI SERVICE INCLUSIVE. TERMS AND CONDITIONS.



1. INTRODUCTION

These Terms and Conditions set out the terms and conditions of **MINI Service Inclusive – Basic** and **MINI Service Inclusive – Plus**. A reference in these Terms and Conditions to MINI Service Inclusive includes both programmes.

MINI Service Inclusive is provided by MINI Australia Ltd ABN 11 004 675 129 (**MINI**) for vehicles distributed by MINI Australia Ltd and may be purchased for MINI vehicles up to 12 months from the first date of vehicle registration (or, in the case of an unregistered vehicle, up to 12 months from the date of delivery to the first purchaser and prior to the first service). MINI Service Inclusive is sold via the authorised MINI Garage network.

MINI Service Inclusive is limited to the vehicle identified on the MSI Certificate issued at the point of sale of MINI Service Inclusive (**Vehicle**) and is transferable upon the sale of the Vehicle. Details of a Vehicle's entitlement to MINI Service Inclusive will also be coded in MINI's electronic files relating to the Vehicle.

2. ELIGIBILITY PERIOD

The obligations of MINI under MINI Service Inclusive commence on the date specified on the MSI Certificate for the Vehicle and will continue until the closing date or closing kilometres, whichever occurs first, as specified on the MSI Certificate for the Vehicle (**Eligibility Period**). Upon the expiry of the Eligibility Period you will no longer be able to redeem the MINI Service Inclusive cover for the Vehicle.

No refunds are payable in the case that the MINI Service Inclusive cover is not redeemed within the Eligibility Period or where you are unable to redeem the MINI Service Inclusive cover for the Vehicle for any reason, including but not limited to where the Vehicle is damaged beyond repair during the Eligibility Period. No refunds are payable for any eligible wear and tear items supplied prior to a **MINI Service Inclusive – Plus** package purchase.

You may, at your cost, and subject to conditions determined by MINI from time to time but otherwise on the same terms and conditions as set out herein, extend the closing date and/or closing kilometres of MINI Service Inclusive for the Vehicle within MINI's existing programme offerings provided that you have purchased the relevant extension prior to the expiry of the existing Eligibility Period. It will not be possible for you to apply for an extension after the expiry of the Eligibility Period applying to the Vehicle.

3. COVERAGE – INCLUSIONS

Only when a service item is showing as 'due' as indicated by the Vehicle's Condition Based Service System (**CBS System**) or otherwise as MINI deems necessary, you will be entitled to arrange for an authorised MINI Garage to carry out the following scheduled service work in relation to the Vehicle during the Eligibility Period:

- Service work stipulated by MINI in the MINI Owner's Service Booklet and applicable to the Vehicle including the supply or replacement of necessary parts and lubricants; and
- Preventative treatment as MINI considers necessary.

For **MINI Service Inclusive – Basic**, the cost of parts and labour for all recommended oil services and inspections as indicated by the Vehicle's Condition Based Service System (**CBS System**) are covered.

Specifically, the following items are included within **MINI Service Inclusive – Basic**:

- Engine oil change with oil filter;
- Replacement air cleaner, fuel filter, micro filter;
- Spark plugs;
- Brake fluid; and
- Vehicle Check in accordance with the MINI service booklet.

MINI Service Inclusive – Plus provides the same cover as **MINI Service Inclusive – Basic** and the following additional items:

- Brake pads front and rear;
- Brake discs front and rear;
- Clutch (when worn); and
- Windshield wiper rubbers (one set per year, if required).

MINI's obligations under MINI Service Inclusive are conditional upon the maintenance by you of an accurate record of the distance travelled by the Vehicle and production of such record to MINI when required.

Any additional labour, items and servicing will not be covered in MINI Service Inclusive.

4. INTRODUCTION

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5. ELIGIBILITY PERIOD

The obligations of MINI under MINI Service Inclusive commence on the date specified on the MSI Certificate for the Vehicle and will continue until the closing date or closing kilometres, whichever occurs first, as specified on the MSI Certificate for the Vehicle (**Eligibility Period**). Upon the expiry of the Eligibility Period you will no longer be able to redeem the MINI Service Inclusive cover for the Vehicle.

No refunds are payable in the case that the MINI Service Inclusive cover is not redeemed within the Eligibility Period or where you are unable to redeem the MINI Service Inclusive cover for the Vehicle for any reason, including but not limited to where the Vehicle is damaged beyond repair during the Eligibility Period. No refunds are payable for any eligible wear and tear items supplied prior to a **MINI Service Inclusive – Plus** package purchase.

You may, at your cost, and subject to conditions determined by MINI from time to time but otherwise on the same terms and conditions as set out herein, extend the closing date and/or closing kilometres

of MINI Service Inclusive for the Vehicle within MINI's existing programme offerings provided that you have purchased the relevant extension prior to the expiry of the existing Eligibility Period. It will not be possible for you to apply for an extension after the expiry of the Eligibility Period applying to the Vehicle.

6. COVERAGE – INCLUSIONS

Only when a service item is showing as 'due' as indicated by the Vehicle's Condition Based Service System (**CBS System**) or otherwise as MINI deems necessary, you will be entitled to arrange for an authorised MINI Garage to carry out the following scheduled service work in relation to the Vehicle during the Eligibility Period:

- Service work stipulated by MINI in the MINI Owner's Service Booklet and applicable to the Vehicle including the supply or replacement of necessary parts and lubricants; and
- Preventative treatment as MINI considers necessary.

For **MINI Service Inclusive – Basic**, the cost of parts and labour for all recommended oil services and inspections as indicated by the Vehicle's Condition Based Service System (**CBS System**) are covered.

Specifically, the following items are included within **MINI Service Inclusive – Basic**:

- Engine oil change with oil filter;
- Replacement air cleaner, fuel filter, micro filter;
- Spark plugs;
- Brake fluid; and
- Vehicle Check in accordance with the MINI service booklet.

MINI Service Inclusive – Plus provides the same cover as **MINI Service Inclusive – Basic** and the following additional items:

- Brake pads front and rear;
- Brake discs front and rear;
- Clutch (when worn); and
- Windshield wiper rubbers (one set per year, if required).

MINI's obligations under MINI Service Inclusive are conditional upon the maintenance by you of an accurate record of the distance travelled by the Vehicle and production of such record to MINI when required.

Any additional labour, items and servicing will not be covered in MINI Service Inclusive.

7. COVERAGE – EXCLUSIONS

MINI Service Inclusive does not include:

- Repairs resulting from normal wear and tear to the Vehicle;
- Replacement of brake pads and discs, except for **MINI Service Inclusive – Plus**;
- Replacement of the clutch (when worn), except for **MINI Service Inclusive – Plus**;
- Replacement of windshield wiper rubbers, except for **MINI Service Inclusive – Plus** (one set per year, if required);
- Replacement of tyres;
- Repairs necessary due to damaged glass, panels, paint work, including rust or corrosion;
- Special preparation for or restoration after long-term storage;
- Repairs by persons other than an authorised MINI Garage;
- Effecting or repairing alterations or modifications to the Vehicle;
- 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 MINI or due to misfuelling, water entry, misuse or exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities;
- Repairs necessary as a result of failing to service the Vehicle in accordance with the CBS System;
- Vehicle recovery, towing or other related travel costs (this may be covered by the applicable Roadside Assistance Programme);
- Work involved in daily or other regular checks to the Vehicle; and
- Service or maintenance of non-genuine MINI parts or accessories;
- Service or maintenance work conducted outside Australia.

8. YOUR RESPONSIBILITIES

You must take all reasonable steps to make the Vehicle available to the nominated authorised MINI Garage during normal working hours at the relevant service interval specified by the CBS System of the Vehicle so that the relevant scheduled servicing can be performed. If you miss any scheduled service, additional work may be identified which is not included in MINI Service Inclusive. You must comply with the instructions in the MINI Owner's Service Booklet and take steps to minimise any Vehicle damage in the event of Vehicle defect or failure.

You must maintain, operate and use the Vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.

9. GENERAL

MINI Service Inclusive applies in addition to any statutory rights or remedies that you 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 you enjoy in terms of the new vehicle warranty conditions will not be affected by the provisions of MINI Service Inclusive.

Work conducted on the Vehicle under MINI 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. You are advised to retain a copy of such material in an alternative media device before delivering the Vehicle for any work under Service Inclusive.

These Terms and Conditions may be amended from time to time. Amendments will be published on the MINI website www.mini.com.au and will take effect immediately on publication.

10. FURTHER INFORMATION

Please contact your authorised MINI Garage, Authorised MINI Workshop or the MINI team 1800 682 385 for further details.