

AGREEMENT AND INDEMNITY: MOTOR VEHICLE LOAN



In favour of **BMW (SOUTH AFRICA) (PTY) LTD.** ("BMW")

BMW Group motor vehicle model:

Registration No:

VIN:

is provided for the following purpose (the "Event"):

(tick applicable box):

Vehicle loan: ☐ Ride and Drive: ☐ Demo Vehicle: ☐

Dealer loan: ☐ If Dealer loan, state Dealer:

I, THE UNDERSIGNED
(insert full names)

accept the BMW Group motor vehicle ("the motor vehicle"), to drive or to be a passenger in the vehicle, subject to the following conditions, which have been explained to me; and

HEREBY AGREE AS FOLLOWS:

1. I warrant that I will not drive the motor vehicle without being in possession of a current and valid driving license for the driving of such motor vehicle and further that I will adhere to all legislation pertaining to the driving of such motor vehicle at all times.
2. I warrant that I am in good health and that I do not suffer from any illness or disability which may make it unsafe to participate in the Event or drive any motor vehicle during the Event.
3. I warrant that I will not permit any other person to drive the motor vehicle without the prior written approval of BMW and that all persons driving the vehicle will have the necessary permits and/or licenses required by the applicable legislation including any Public Driving Permits and driving licenses required for driving passengers.
4. I hereby indemnify BMW against all liabilities, claims, losses and damages which BMW may sustain as the result, directly or indirectly, of a breach of the warranties contained in clauses 1, 2 or 3 above.
5. I acknowledge and accept that I will be solely liable for all fines or penalties imposed as a result of any traffic violations or any statutory offences whilst the vehicle is driven by me and/or in my possession and I hereby indemnify BMW in this regard.
6. I acknowledge and agree that my **personal information** is required for the purposes of this motor vehicle loan and that it will not be disclosed to any unauthorised party. I consent to the processing of the information in accordance with prevailing legislation which shall include, but not be limited to, the sharing of my information with BMW Group entities, approved BMW Group dealerships and repair centres, agencies, suppliers and government authorities and the trans-border flow of such information where necessary. *
7. I confirm that my participation in the Event is entirely voluntary and I accept all risks involved therein. Accordingly, BMW and/or any BMW employee shall not be liable for any loss, damage and/or injury of whatsoever nature and howsoever caused, suffered by me (to my person or property) as a direct result of participating in the Event and BMW and/or any BMW employee shall not be liable for any loss and/or damage (including indirect or consequential loss and/or damage) arising therefrom. *
8. I hereby indemnify and hold BMW and/or any BMW employee harmless against all liabilities, claims, losses and damages of whatsoever nature which BMW and/or any BMW employee and/or any other person may sustain as a direct result, of me participating in the Event, where such claims, losses and damages are caused by my negligent or willful act or omission. *
9. I further undertake to effect the appropriate adequate insurance in respect of the vehicle as well as public liability insurances for the period whilst the vehicle is in my possession. (Applicable to motor vehicles under Dealer loan only).
10. I acknowledge that I have inspected the vehicle according to the check sheet provided and that it is in good overall condition. (Not applicable to Ride and Drive demonstrations).

11. I undertake and acknowledge that I will be liable for an excess of R 7 500.00 should the vehicle be the subject of an insured event, caused by my negligent or willful act or omission, including but not limited to any accident damage or theft. *
12. In the event of my vehicle remaining on the BMW premises during my use of the motor vehicle for the duration of the Event, I hereby confirm that I will have no claim against BMW for any damage/loss that may be caused to my vehicle remaining on the BMW premises. *
13. I shall return the vehicle immediately upon request by BMW at a date, time and venue as advised by BMW, alternatively as mutually arranged at BMW's discretion. *
14. I acknowledge that I shall be liable for any toll fees incurred during the duration of the Event and, in the event that BMW has paid such amount on my behalf, that I shall reimburse BMW the amount claimed immediately upon demand thereof. *

AGREEMENT APPLICABLE TO ELECTRIC VEHICLES ONLY:

15. The vehicle is an electric vehicle and it must be operated and charged in accordance with the specific instructions that accompany the vehicle. I shall adhere to these instructions at all times.
16. The vehicle has a maximum realistic driving range of 150-160km. If driven without consideration, and without heeding the vehicle range warning signals, the vehicle could run out of drive energy and become stranded, with no option of being re-energised and would need to be flatbed transported.
17. The vehicle can be charged at standard electricity charging points (residential, industrial and commercial). As the current draw is high this can lead to risk of disruption of the off-board facility's electricity supply. There is risk of a thermal event occurring in the off-board charging infrastructure, if this is not particularly suited to high current draws and if the off-board charging infrastructure is not well maintained. I accept all risks and assume all liability in this regard in accordance with the terms of this indemnity.

*

*** I CONFIRM THAT THE PROVISIONS OF THESE CLAUSES IN PARTICULAR HAVE BEEN DRAWN TO MY ATTENTION, EXPLAINED TO ME AND HAVE BEEN ACCEPTED BY ME.**

SIGNED at on this day of 20

SIGNATURE:

..... **

**Where applicable assisted by parent/guardian if under age of 18

PLEASE PRINT DETAILS CLEARLY:

Full names:

Identity No:

Driving Licence No: Code:

Physical Address:

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Telephone No (Cell): (H):

E-mail:

Signed on behalf of BMW:

BMW: BMW:

Name: Name: