

Terms and Conditions

1. These Terms and Conditions (the '**Terms**') govern your participation in the Lexus Reserve programme associated with the retail purchase (cash or finance) of a Lexus RZ 450e EV and/or UX 300e. By participating in the Lexus Reserve programme, you agree to be bound by these Terms, so please read them carefully.

2. The Programme:

- 2.1 The Lexus Reserve programme awards customers with 42 complimentary calendar days' ('**Reserve Days**') usage of an additional Lexus vehicle (the '**Reserve Vehicle**') in conjunction with the retail purchase (cash or finance) of a Lexus RZ 450e EV and/or UX 300e from a Lexus Centre.
- 2.2 Existing customers who have purchased (cash or finance) a Lexus RZ 450e EV and/or UX 300e from a Lexus Centre as a private retail customer, based in England, Scotland, Northern Ireland and Wales, are able to use this programme subject to 2.3.
- 2.3 Customers can use the Reserve Days over the course of 3 years from the date of registration of their new retail purchase (cash or finance) Lexus RZ 450e EV and/or UX 300e or from the date of purchase of their used retail purchase (cash or finance) Lexus RZ 450e EV and/or UX 300e, whichever applies.
- 2.4 Customers become eligible for Reserve Days upon the purchase of a new RZ 450e EV and/ or UX 300e (the '**Owned Vehicle**').
- 2.5 If you wish to purchase the Reserve Vehicle please contact your local Centre for details. The purchase will be subject to stock levels and is not available on vehicles under 3 months old.

2.6 In these Terms,

"**We**", "**us**" or "**our**" means Toyota (GB) PLC, Great Burgh, Epsom, KT18 5UX

"**You**" or "**your**" means the customer participating in this Lexus Reserve programme.

3. Eligibility and redemption:

- 3.1 You must book your Reserve Days by emailing lexusreserve@lexus.co.uk.
- 3.2 One reserve day = 24 hours.
- 3.3 You must give at least 10 working days' notice of reservation to secure a Reserve Vehicle.
- 3.4 You may select a Lexus model while booking your Reserve Vehicle, but actual vehicle availability is subject to available inventory. The LM, LS, LC and RCF Lexus models are not available in this programme. We cannot guarantee colour, trim package, specification, add-ons, or specific vehicle models for your Reserve Vehicle.
- 3.5 There are no mileage limitations on the Reserve Vehicle for usage during the Reserve Days. Further details on other conditions below.
- 3.6 Re-fuelling is encouraged but not mandatory.
- 3.7 To understand how many Reserve Days remain on your balance you can email LexusReserve@lexus.co.uk.
- 3.8 Currently, we are unable to provide customers the option to either add or purchase additional Reserve Days. In the event you have consumed all Reserve Days, you cannot add or purchase additional reserve days.

- 3.9 Reserve Days are non-transferable. In the event of resale or transfer of the Owned Vehicle, the unused Reserve Days will expire.
- 3.10 Reserve Days do not have any cash value associated with them. They can only be redeemed in accordance with these Terms by emailing LexusReserve@lexus.co.uk.
- 3.11 The Reserve Vehicle may be driven anywhere throughout the United Kingdom and mainland Europe, as long as return is organised, at point of booking, at a UK address. You will need to inform Lexus UK at LexusReserve@lexus.co.uk that you intend to take the vehicle outside of the United Kingdom during the booking process. It is your responsibility to observe local laws if the vehicle is taken outside of the United Kingdom.
- 3.12 You need to provide the driver's first name, last name, a valid email address, phone number, address, DVLA check code, copy of drivers licence and delivery and collection addresses to reserve a vehicle. At the time of vehicle pick-up, you need to present a valid driver's license for verification.

4. Booking:

- 4.1 Your Reserve Vehicle will be dropped off and collected at a destination of your choice, organised during the booking process. The destination must be in England, Scotland, Wales and/or Northern Ireland.
- 4.2 The customer whose name is the vehicle owner needs to be present at the time of Reserve Vehicle pick up and a valid driver's license needs to be presented for verification.
- 4.3 You do have the option to add an additional driver to your reservation. If you would like to add an additional driver please advise us during the booking process. You will need to provide a DVLA check code for the named nominated additional driver who will also be using the vehicle.
- 4.4 If you have other questions about extending or making other arrangements for vehicle return, feel free to contact LexusReserve@lexus.co.uk.

5. Reservation amendments:

- 5.1 If you wish to modify an active reservation, please email LexusReserve@lexus.co.uk. We cannot guarantee changes will be able to be made. Modifications are subject to vehicle availability.
- 5.2 If you wish to cancel your reservation you will need to email LexusReserve@lexus.co.uk, at least 24 hours in advance. Your reservation will be cancelled, and your Reserve days will be updated to reflect that cancellation (Reserve days will be credited to your account). If you fail to take delivery of the Reserve Vehicle and have not notified us of cancellation (no show), you will lose the Reserve Days associated with that reservation (Reserve Days will not be credited to your account in this scenario).
- 5.3 You may cancel or modify your reservation at any time prior to the day of delivery. No cancellation fee shall apply.
- 5.4 If we need to cancel, we will call/email you at least 24 hours prior to your pick-up time notifying you of your options.

6. Driver Representations

- 6.1 You are responsible for tolls and any traffic, parking or driving violations. You will be required to pay an insurance excess of £250 if the Reserve Vehicle is damaged and/or stolen, further details in clause 5.
- 6.2 Before collection of the Reserve Vehicle, you will be required to agree to the following:
- 6.2.1 You undertake to drive the Reserve Vehicle responsibly at all times and accept full responsibility for the settlement of any congestion charges, penalties or fines incurred through my use of the Reserve Vehicle (for example parking or speeding fines etc.).
- 6.2.2 You confirm that you will not remove or affix any accessories or parts from or to the Reserve Vehicle. You accept that you may be charged for any damage and/or missing items that were not identified at the time of collection of the Reserve Vehicle. Please see separate Vehicle Condition Report after return of vehicle.

- 6.2.3 In the event of anything being towed by a Reserve Vehicle, only the Reserve Vehicle itself will be covered by Toyota's insurance and not anything being towed by it. We will not be liable for any damage caused to the caravan, trailer or other similar unit.
- 6.2.4 You will ensure the Reserve Vehicle is presented to an agreed Toyota or Lexus Centre for any servicing required, upon request and in the event of defects requiring warranty work, will present the vehicle to an authorised Toyota or Lexus repairer as soon as possible. You accept that failure to do so may result in additional service and repair costs to me.
- 6.2.5 You will not hold us responsible or liable for the loss or damage of any items of personal property that are kept or left in a Reserve Vehicle.
- 6.2.6 You hereby consent to Toyota (GB) PLC, its appointed agents and insurers processing your personal data subject to the provisions of the Data Protection Act 1998 and any re-enactment thereof. You understand and agree that the information contained in this form and in your driving licence may be used by Toyota (GB) PLC, its appointed agents and insurers for risk management and insurance purposes and for the detection or prevention of crime and road traffic offences.
- 6.2.7 No details provided by you in relation to the provision of the Reserve Vehicle, will be used by us for marketing purposes or sold or provided to any third party for any reason other than as stated in this paragraph.

7. Insurance

- 7.1 Insurance on Reserve Vehicles will be arranged by us. This will cover you on the Reserve Vehicle and one named nominated driver who must satisfy the applicable insurance criteria as stated below.
 - 7.1.1 You have no more than 6 penalty points on your driver's licence.
 - 7.1.2 You have not been convicted of any of the following offences during the last ten years:
 - 7.1.2.1 Manslaughter
 - 7.1.2.2 Causing death by dangerous driving
 - 7.1.2.3 Driving under the influence of alcohol or drugs
 - 7.1.2.4 Failing to stop after an accident
 - 7.1.2.5 Failing to report an accident
 - 7.1.2.6 Any offence or combination of offences which resulted in suspension from driving
 - 7.1.3 You have not been advised by a qualified medical practitioner that it is unsafe for you to drive any sort of passenger motor vehicle.
 - 7.1.4 You have never been refused motor vehicle insurance.
 - 7.1.5 You have never been convicted of stealing or attempting to steal a motor vehicle.
 - 7.1.6 You will provide us with details of anyone that may drive the loan vehicle (including a true and accurate copy of their driving licence).

Please note that any false declaration or failure to disclose any fact that might influence an insurer's decision to insure you could result in you being denied cover under Toyota's motor insurance policy.

- 7.2 You, and where applicable the nominated additional driver, must both supply a driving licence check code, obtained via the DVLA website and forward this to us for verification. Any nominated additional driver must also sign and date and return a copy of the Terms and conditions for the Reserve Vehicle prior to being able to drive the vehicle away.
- 7.3 During the booking process you will be required to confirm that:
 - 7.3.1 The Reserve Vehicle will not be sub-let, lent to or driven by any other third party other than you & the nominated additional driver.
 - 7.3.2 The Reserve Vehicle will not be used as a taxi or to carry paying passengers

7.3.3 All drivers of the Reserve Vehicle are 25 or over

7.4 In the event of an accident or the vehicle being damaged, and a claim being made, an excess will be payable. The excess payable in the event of a vehicle being damaged will be communicated to drivers at the time of the Reserve vehicle booking but, the following excess applies:

- All Toyota & Lexus Vehicles unless stated: £250

7.5 Where an excess needs to be paid, the payment should be made by the driver who has signed this document to the associated Toyota or Lexus Centre directly.

7.6 The driver is responsible for reporting any incidents and/or damage within 24 hours to Toyota Motor Insurance directly on the contact details below:

Toyota (GB) Plc fleet claims helpline

To report damage to the Reserve Vehicle please call:

Aioi Nissay Dowa Insurance Europe on 01204 600283

Quoting Policy number: F42435R/18

Windscreen repairs

Service provider: AA Auto Windshields

Telephone: 0800-988-2997 (24 hrs)

Account: TOYOTA (GB) Plc.

Breakdown Cover

Service Provider: The Automobile Association (the "AA")

UK Help line:

0800 246 866 for Lexus vehicles

European Helpline:

+44 (0) 1737 500 024 for Lexus vehicles.

Further details of insurance cover, exclusions and limitations are available from Toyota.

8. Customer Support:

Our customer support for Lexus Reserve is available Monday through Friday, 9am-5.30pm, by emailing

LexusReserve@lexus.co.uk.

9. Profile and security:

9.1 Lexus UK, a trading division of Toyota (GB) PLC, is committed to protecting and respecting your privacy. To see how Lexus process and protect data, please see our privacy notice at www.lexus.co.uk/customer-data/privacy-notice.

10. General

10.1 These Terms are governed by English Law and the Courts of England and Wales shall have exclusive jurisdiction over any dispute arising in connection with it.

10.2 We reserves the right to hold, void, suspend, cancel or amend these Terms at any stage and without notice if deemed necessary in our opinion, and/or if circumstances arise outside of our control.

10.3 No third party can enforce these Terms.