

## TOYOTA (G.B.) PLC

# USED CAR BUY ONLINE WEBSITE TERMS AND CONDITIONS OF SALE FOR LEXUS VEHICLES

## 1. THESE TERMS

**1.1** These are the terms and conditions on which we supply vehicles reserved on our website.

**1.2** Please read these terms carefully before you submit your reservation to us. They tell you about us, how we will provide vehicles to you, how you and we may end the contract and other important information. If you do not wish to reserve your vehicle online and accept these terms, you can alternatively visit any Lexus authorised dealer.

**1.3** In these terms:

**1.4** **We**, **'us'** or **'our'** means Lexus UK, a trading division of Toyota (G.B.) PLC; and;

**1.5** **"LFSUK"** means our sister company Lexus Financial Services (UK) PLC as this company is further described in section 3.2; and

**1.6** **'You'** or **'your'** means the person using our website to purchase a vehicle from us.

## 2. USING OUR WEBSITE TO RESERVE A VEHICLE

**2.1** You can use our website to select, configure (if applicable) and reserve a vehicle.

**2.2** You can also arrange to part-exchange your existing vehicle and could deduct any agreed part-exchange value from the total price of your reserved vehicle or, a part exchange value will be applied directly to any financial deposit that may be required if you enter into a finance arrangement with LFSUK to purchase your reserved vehicle.

**2.3** When you reserve a vehicle through the website, you can either pay for your vehicle by cash or through a finance arrangement such as the finance options provided by LFSUK that are available on the website.

**2.4** You must nominate a Lexus authorised dealer (your **"Dealer"**) from whom to collect your vehicle. Your Dealer will be responsible for providing the vehicle to you on our behalf. Your contract for the purchase of the vehicle will be with us, not your Dealer.

**2.5** Our website can be used to select, configure and reserve vehicles for collection from a Dealer only in England, Scotland, Wales and Northern Ireland.

## 3. INFORMATION ABOUT US AND HOW TO CONTACT US

**3.1** Lexus UK is a trading name of Toyota (G.B.) PLC. Toyota (G.B) PLC is a registered company in England and Wales as company registration number is 00916634 and its registered office is at Great Burgh, Burgh Heath, Epsom Surrey KT18 5UX. Our registered VAT number is 679 9771 44.

**3.2** Lexus Financial Services (UK) PLC is a trading name of Toyota Financial Services (UK) PLC. Toyota Financial Services (UK) PLC is a company registered in England and Wales. Its company registration number is 02299961 and its registered office is at Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UZ. LFSUK is authorised and regulated by the Financial Conduct Authority.

**3.3** We are an appointed representative of LFSUK in relation to the offering of its finance options on the website and LFSUK has authorised us to assist and communicate with you about its finance packages.

**3.4** You can contact us by telephoning our Lexus Buy Online Team at 0344 406 0288 or by writing to us at [direct@lexus.co.uk](mailto:direct@lexus.co.uk) and Lexus Buy Online Team, Lexus UK, Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UX.

**3.5** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**3.6** When we use the words “writing” or “written” in these terms, this includes emails.

## 4. OUR VEHICLES

**4.1** Although we have made every effort to display the sizes and colours of our vehicles, accessories and trim accurately, we cannot guarantee that your device will display the sizes or colours accurately to reflect the actual size or colour of the vehicles.

**4.2** Some used vehicles may have had multiple users due to use in a fleet, such as rental or business vehicles. Please note that advertised mileage may differ slightly from the actual mileage. Mileage can be verified by an independent mileage search on request. Advertised vehicle specifications and equipment details is linked to third-party provided industry databases and may differ from the actual specification or equipment. If previous usage, mileage or a particular specification is an important part of your buying decision, please contact Lexus UK (if the vehicle is being supplied/sold by Lexus Direct) or your Lexus Centre.”

## 5. RESERVATION PROCESS, OUR CONTRACT WITH YOU AND FINANCE AGREEMENTS

**5.1** By placing a reservation through our website, you are stating your intention to purchase the selected vehicle by cash or by your selected finance agreement.

**5.2** We will acknowledge your reservation by email. We will assign a reservation number to your reservation and tell you what it is in your reservation acknowledgement. Please tell us the reservation number whenever you contact us about your reservation.

**5.3** We will provide you with information and documentation about your reservation by email. Please complete the documentation provided to you in accordance with the timescales, instructions and guidance provided by us. Failure to do so will prevent us from further processing your reservation and cause delays.

**5.4** A contract will come into existence between you and us when we confirm receipt of your signed documentation for the purchase of the vehicle.

**5.5** If you enter into a finance arrangement the finance will be provided under the terms of a separate finance agreement between you and your chosen finance provider.

**5.6** If you enter into a finance arrangement you should refer to your finance agreement about the impact or effect of any withdrawal by you or termination of any finance agreement on your reservation or any other agreement that you have with us.

**5.7** If we are unable to accept your reservation for any reason, we will inform you of this and will not charge you for the vehicle.

## 6. MAKING CHANGES TO VEHICLES

We may change the vehicle to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, for example to address a safety defect. These changes will not affect your use of the vehicle.

## 7. RESERVATION FEE AND DEPOSIT

**7.1** If you place a reservation for a vehicle through the website, you must pay:

**7.1.1** at the time you place your order, a refundable reservation fee to reserve your vehicle of £99. The reservation fee will be returned to you in full if you cancel your order, or if you proceed with your order and it is accepted, prior to collection of your purchased vehicle. The reservation fee cannot be used toward the total price of your vehicle nor as part of any deposit that may be required under a finance arrangement; and

**7.1.2** any deposit that may be required under a finance arrangement, which may be payable after you have placed your order in accordance with section 7.2. Please note your finance provider may have limitations on the amount you may be able to pay as a deposit towards any finance arrangement for your vehicle.

You must make the applicable payment via one of the payment methods required by the website.

**7.2** We will contact you by email when payment is due.

**7.3** You will be required to pay for the vehicle in accordance with section 14.

## 8. PART EXCHANGE

**8.1** You may use the website to arrange the part exchange of your existing vehicle. Any agreed part-exchange value will be deducted from the total price of your purchased vehicle or, the part exchange value will be applied directly to any financial deposit that may be required if you enter into a finance arrangement with LFSUK to purchase your ordered vehicle.

**8.2** Our part exchange terms and conditions will apply, which can be found here <https://buyusedcars.Lexus.co.uk/partex-terms-conditions>.

**8.3** Our valuation for your existing vehicle will be based on the information you have provided about it and the estimated collection date of your reserved vehicle. If either of these assumptions changes,

then we reserve the right to alter the valuation of your part-exchange vehicle. Our part exchange terms and conditions will apply in this regard. You will be informed by us as soon as reasonably possible if any changes are made.

## 9. PROVIDING THE VEHICLE

**9.1** We make no guarantee or commitment as any vehicle build or handover/collection dates. Such dates will be provided to you at the earliest opportunity after you place your reservation and are estimates only, subject to our amendment at any time. If our supply of the vehicle is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

**9.2** Your Dealer will contact you to arrange a suitable date and time for collection of your vehicle. We require photographic proof of your identity and address when you collect your vehicle, and your Dealer will ask for this information on our behalf. Your Dealer will verify these documents on our behalf before your vehicle is released to you.

**9.3** If you do not collect the vehicle as arranged we will contact you for further instructions and may charge you for storage costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and section 10.3 will apply.

**9.4** A vehicle will be your responsibility from the time when you collect it from the Dealer. If you enter into a finance arrangement, you should refer to your finance agreement for your responsibilities for the vehicle such as permitted mileage and servicing.

**9.5** If you are paying by cash you will own the vehicle once we have received payment in full. If you enter into a finance arrangement you may not own the vehicle until you have made all payments under the finance agreement in full including any optional final payment. You should refer to your finance agreement for further details.

**9.6** We may need certain information from you so that we can supply the vehicle to you. We will ask you for this information. We will not be responsible for supplying the vehicle late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**9.7** We may have to suspend the supply of a vehicle to:

**9.7.1** deal with technical problems or make minor technical changes;

**9.7.2** update the vehicle to reflect changes in relevant laws and regulatory requirements; or

**9.7.3** make changes to the vehicle as requested by you or notified by us to you.

**9.8** We will contact you in advance to tell you we will be suspending supply of the vehicle, unless the problem is urgent or an emergency. You may contact us to end the contract for a vehicle if we suspend it, or tell you we are going to suspend it and we will refund any sums you have paid in advance for the vehicle.

**9.9** If you do not pay us any amounts due for the vehicle when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply

of the vehicle until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the vehicle. We will not suspend the vehicle where you dispute the unpaid invoice. We will not charge you for the vehicle during the period for which they are suspended. As well as suspending the vehicle we can also charge you interest on your overdue payments.

## 10. OUR RIGHTS TO END THE CONTRACT

**10.1** If you enter into a finance arrangement your finance provider will have rights to terminate the finance agreement, you should refer to your finance agreement for your finance provider's rights to terminate it and the impact on your order.

**10.2** We may end the contract for a vehicle at any time by writing to you if:

**10.2.1** you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

**10.2.2** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the vehicle; and

**10.2.3** you do not, within a reasonable time, collect the vehicle from us.

**10.3** If we end the contract in the situations set out in section 10.2 we will refund any money you have paid in advance for vehicles we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.

## 11. YOUR RIGHTS TO END THE CONTRACT

**11.1** Your rights when you end the contract will depend on whether there is anything wrong with the vehicle, whether we have done anything wrong, when you decide to end the contract and whether you have entered into a finance agreement.

**11.2 Ending the contract if you have entered into a finance agreement.**

**11.2.1** If you change your mind about a reservation for a vehicle that you have placed online in respect of which you had agreed to enter into a finance agreement, you can cancel your reservation at any time before you sign the finance agreement. Please contact us as soon as you change your mind about the vehicle or finance agreement. You will not be charged for the vehicle and any money that you have paid by way of reservation fee will be refunded (as further described in section 7 above).

**11.2.2** If you cancel the contract for a vehicle, any ancillary consumer credit finance agreement that you may have entered into with LFSUK may end automatically under the Consumer Contracts Regulations 2013.

**11.2.3** If you enter into a finance arrangement you should refer to your finance agreement for your rights to withdraw from the finance agreement and the impact on your reservation.

**11.3 Ending the contract if you have not entered into a finance agreement.**

If you are ending a contract for a reason set out at sections 11.3.1 to 11.3.5 below the contract will end immediately and we will refund you in full for any vehicles which have not been provided. The reasons are:

**11.3.1** we have told you about an upcoming change to the vehicle or these terms which you do not agree to;

**11.3.2** we have told you about an error in the price or description of the vehicle you have reserved and you do not wish to proceed;

**11.3.3** there is a risk that supply of the vehicles may be significantly delayed because of events outside our control;

**11.3.4** we have suspended supply of the vehicles for technical reasons, or notify you we are going to suspend them for technical reasons; or

**11.3.5** you have a legal right to end the contract because of something we have done wrong.

**11.4 Exercising your right to change your mind if you have not entered into a finance agreement (Consumer Contracts Regulations 2013).**

**11.4.1** For vehicles bought online for cash you may have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**11.4.2** If you purchased the vehicle online without viewing or test driving the vehicle, you have the right to cancel your purchase within 14 days from the day you, or a person nominated by you, collect or take delivery of the vehicle.

For the avoidance of doubt, this cancellation right does not apply if the vehicle was not purchased online or "off-premises", including (but not limited to) purchases made at a Dealer's premises.

**11.4.3** The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 contains further information on your legal right to change your mind within 14 days and receive a refund.

**11.5 If you have not entered into a finance agreement, ending the contract where we are not at fault and there is no right to change your mind.**

Even if we are not at fault and you do not have a right to change your mind as detailed above in clause 11.4.2, you may still be able to end the contract before the vehicle is collected, but you may have to pay us compensation. If you want to end a contract before the vehicle is collected where we are not at fault, contact us in accordance with section 12 to let us know. The contract will end immediately on receipt of your cancellation request, and we will refund any sums paid by you for the vehicle, but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of you ending the contract.

**11.6 Our goodwill guarantee.**

Some of the vehicles we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the vehicle. Our manufacturer's guarantee is in addition to, and does not affect, your legal rights and

remedies in relation to vehicles that are faulty or not as described. Advice about your legal rights and remedies is available from your local Citizens' Advice Bureau.

## 12. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

**12.1** This section 12 applies if you have not entered into a finance agreement. If you enter into a finance arrangement you should refer to your finance agreement for how to withdraw from the finance agreement.

**12.2** To end the contract with us, in accordance with clause 11 of these terms, you must inform us of your decision to cancel the contract by a clear statement (eg a letter sent by email). You can use the model cancellation form set out in Annex 1, but it is not obligatory.

**12.3** If you end the contract, in accordance with clause 11 of these terms, for any reason after a vehicle has been collected from your Dealer, after you have contacted the Lexus Buy Online Team via the below contact details, you must return it to your Dealer which completed the vehicle handover for inspection. Please call the Lexus Buy Online Team on 0344 406 0288 or email us at [direct@lexus.co.uk](mailto:direct@lexus.co.uk) to arrange a return. If you are exercising your right to change your mind you must return the vehicle to your Dealer within 14 days of telling us you wish to end the contract.

**12.4** We will refund you the price you paid for the vehicle, by the method you used for payment. However, we may make deductions from the price, as described below.

**12.5** The vehicle should be returned with:

**12.5.1** no more than two hundred and fifty (250) miles more than it was delivered to you with or collected by you with;

**12.5.2** no damage beyond that identified in the handover form (exterior, interior or otherwise);

**12.5.3** all paperwork (including but not limited to the V5 paperwork), keys (including all spare keys) and accessories;

**12.5.4** no alterations, third party claims or charges (including financing);

**12.5.5** no pending, unresolved or ongoing insurance claim in relation to or involving it, nor should the vehicle have been involved in any incident which may give rise to such a claim after the vehicle has been returned.

We may reduce your refund to reflect the usage prior to its return, and/or any reduction in the value of the vehicle, if this has been caused by your handling of it. If we refund you the price paid before we are able to inspect the vehicle and later discover you have handled the vehicle in an unacceptable way causing a reduction in its value not accounted for in the refunded amount, you must pay us an appropriate amount to account for the reduction in value. Further, we reserve the right to charge the actual costs for undoing any modifications or customisations to the vehicle that you have requested.

**12.6** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which your Dealer

receives the vehicle back from you or, if earlier, the day on which you provide us with evidence that you have provided the vehicle back to your Dealer.

**12.7** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which your Dealer receives the vehicle back from you or, if earlier, the day on which you provide us with evidence that you have provided the vehicle back to your Dealer.

**12.8** It is not possible for us to return any vehicle which was taken as a part exchange vehicle in accordance with clause 8. If you return your vehicle in accordance with clause 12 of this agreement, a refund will be provided in lieu of the part exchange vehicle, based on the quoted value of the part exchange vehicle detailed on the handover form.

## 13. IF THERE IS A PROBLEM WITH THE VEHICLE

**13.1** If you have any questions or complaints about the vehicle, please contact us. You can telephone our Lexus Buy Online Team at 0345 863 9978 or write to us at [direct@lexus.co.uk](mailto:direct@lexus.co.uk) or Lexus Buy Online Team, Lexus (GB) PLC, Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UX. If you enter into a finance arrangement we may involve or refer your question or complaint to your finance provider.

**13.2** We are under a legal duty to supply vehicles that are in conformity with this contract. See section 13.3 below for a summary of your key legal rights in relation to the vehicle. Nothing in these terms will affect your legal rights. Sections 13.2.1 to 13.2.5 summarise your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

**13.2.1** The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality (taking into account the age, price, mileage, description of the vehicle applied and all other relevant circumstances). During the expected lifespan of your vehicle your legal rights entitle you to the following:

**13.2.2** Up to 30 days from the date you (or someone you nominate) collect your vehicle: if your goods are faulty, then you can get a refund.

**13.2.3** Up to six months from the date you (or someone you nominate) collect your vehicle: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases, but we may make a deduction to reflect your use of the vehicle since you collected it from the Dealer.

**13.2.4** Up to six years from the date you (or someone you nominate) collect your vehicle: if your goods do not last a reasonable length of time (taking into account the age, mileage, description of the vehicle applied and all other relevant circumstances) you may be entitled to some money back.

**13.2.5** See also section 11.4.

**13.3** If you wish to exercise your legal rights to reject a vehicle you must return it to your Dealer who will process the return on our behalf.

## 14. PRICE AND PAYMENT

**14.1** When you reserve a vehicle through the website, you will be provided with information about the price of your vehicle (which includes VAT) at different stages of the order process. If, through the course of reserving your vehicle, you add certain optional features to your selected vehicle, the price of such optional features will be added to the vehicle price.

**14.2** Where you reserve a vehicle through our website, you may pay for your vehicle by cash or through a finance arrangement such as any finance package available through the website.

**14.3** If the rate of VAT changes between your order date and the date we supply the vehicle, we will adjust the rate of VAT that you pay, unless you have already paid for the vehicle in full before the change in the rate of VAT takes effect.

**14.4** It is always possible that, despite our best efforts, some of the vehicles on the website may be incorrectly priced. We will normally check prices before accepting your reservation so that, where the vehicle's correct price at your reservation date is less than our stated price at your reservation date, we will charge the lower amount. If the vehicle's correct price at your reservation date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

**14.5** If you are paying:

**14.5.1** by cash, we accept payment with the methods specified on the website. You must pay for the full purchase price in cleared funds by the date specified by us; or

**14.5.2** by means of a finance arrangement, you must comply with all applicable pre-collection terms of the finance agreement such as any requirement for the payment of a deposit, by the date specified by us.

## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**15.1** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**15.2** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the vehicle (as summarised at section 13.2); and for a defective vehicle under the Consumer Protection Act 1987.

**15.3** We are not liable for business losses. We only supply the vehicles for domestic and private use. If you use the vehicles for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **16. HOW WE WILL USE YOUR PERSONAL INFORMATION**

**16.1** We will collect personal information from you for the provision of this contract. Such personal information will only be shared with third parties in connection with the provision of this contract, including the Dealer. This information will be stored for 15 years from when you collect the vehicle. For further details on how we use personal information and your rights, please see our Privacy Policy at: <https://www.lexus.co.uk/customer-data/privacy-policy/>

**16.2** If you apply for and enter into a finance arrangement with LFSUK, LFSUK will use your personal information as set out in its Privacy Notice. LFSUK's Privacy Notice will be provided to you during your application and sale transaction process for its finance package.

## 17. OTHER IMPORTANT TERMS

**17.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

**17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee to a person who has acquired the vehicle. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the vehicle.

**17.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in section 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**17.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**17.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the vehicles, we can still require you to make the payment at a later date.

**17.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the vehicles in the English courts. If you live in Scotland you can bring legal proceedings in respect of the vehicles in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the vehicles in either the Northern Irish or the English courts.

**17.7 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use

## ANNEX 1

### Cancellation form

To [insert the trader's name, geographical address and, where available, telephone number and email address]:

*I/we [\*] hereby give notice that I/we [\*] cancel my/our [\*] contract of sale of the following goods [\*/the supply of the following service [\*,*

*Ordered on [\*/received on [\*,*

*Name of consumer(s),*

*Address of consumer(s),*

*Signature of consumer(s) (only if this form is notified on paper),*

*Date*

*[\*] Delete as appropriate*