

TERMS AND CONDITIONS OF BUSINESS: RESERVATIONS
(NOTHING IN THIS DOCUMENT IS INTENDED TO RESTRICT THE LEGAL
RIGHTS OF A CONSUMER)
Jardine Motors Group – January 2020

These terms and conditions ("Terms") will apply to any reservation of a vehicle on our Site. You will be asked to agree to these Terms before making a reservation. You will not be able to reserve a vehicle where you do not accept these Terms. These Terms relate to the reservation of a Vehicle only and no obligation to purchase or sell the Vehicle is created by entering into them.

1. Information about us

- 1.1 Our website is www.jardinemotors.co.uk (the "Site").

2. Binding nature of these Terms

- 2.1 When you request a reservation through our Site, you are offering to reserve the specific vehicle described in your request (the "Vehicle") in exchange for the Reservation Fee, subject to these Terms.
- 2.2 We may acknowledge your reservation has been received but this does not constitute acceptance of your reservation. We will notify you by telephone and then confirm by email that we accept your reservation once we have received the Reservation Fee in cleared funds.
- 2.3 These Terms shall become binding on you when (i) we confirm we have accepted your reservation; or (ii) you make payment of the Reservation Fee to us; whichever is the earlier, at which point a "contract" shall come into existence between you and us.
- 2.4 We may choose not to accept a reservation for any reason and will not be liable to you or anyone else in those circumstances.
- 2.5 All reservations will be subject to the stock that we hold, and are made on a first-come first-served basis. Whilst we endeavour to keep the Site as up-to-date as possible, we cannot guarantee that all vehicles displayed on the Site or in our dealerships will be available for reservation.

3. Reservation Fee

- 3.1 In order to make a reservation you are required to pay a reservation fee as set out on the website or other amount notified to you in writing by us (the "Reservation Fee"). We will not make your reservation until we have received the Reservation Fee in cleared funds.
- 3.2 The Reservation Fee can be paid by debit card, credit card or other payment method notified by you in writing by us.
- 3.3 If you decide not to purchase the Vehicle you must notify us in writing of your intention to cancel, we will refund you the Reservation Fee in the same way that it was paid within 14 days of you informing us of your written decision.
- 3.4 If you decide to purchase the Vehicle, you agree that we will retain the Reservation Fee as a part payment towards the purchase price of the Vehicle.
- 3.5 The Reservation Fee includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom for the time being.

4. Reservations

- 4.1 You may only make a reservation if you hold a valid driving licence which permits you to drive in the UK.
- 4.2 We will reserve the Vehicle for you for a period not exceeding 5 days from the date of your reservation, unless you cancel the reservation or inform us that you do not wish to purchase the Vehicle, at which point we will stop reserving the Vehicle for you and refund you the Reservation Fee.
- 4.3 You may inspect the Vehicle at the dealership agreed by us and you during the hours and on the days for which the dealership is open for business, provided that you have given us notice of your intention to do so 48 hours in advance by email or telephone.
- 4.4 These Terms are not a contract for the sale of the Vehicle or an offer to sell you the Vehicle at a specific price. You are not obliged to purchase the Vehicle and we are not obliged to accept any offer you make to purchase the Vehicle.

5. Cancelling a reservation

- 5.1 To cancel a reservation, you need to let us know that you have decided to cancel in writing. You can do this by contacting the dealership with whom you made the reservation in writing. If you are cancelling you will need to provide your reservation number, name and the Vehicle you have reserved to help us to identify you.
- 5.2 If you cancel the reservation we will refund you the Reservation Fee on the credit card or debit card you used to pay within 14 days of you telling us that you wish to cancel.
- 5.3 We may cancel the reservation for any reason, including but not limited to circumstances where: (i) we have reason to believe you do not intend to or are unable to, purchase the Vehicle; or (ii) you have reserved or attempted to reserve a number of vehicles which we believe to be unreasonable at the same time or have done so in the past; or (iii) we believe the Vehicle does not meet any of the specific requirements which you may have notified us of; or (iv) we believe that the Vehicle will not be suitable for sale.

6. Our liability

- 6.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into these Terms.

- 6.2 You agree that your reservation is not for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7. Alternative Dispute Resolution

- 7.1 If we receive a complaint from you, we will follow our complaints handling procedure which can be found on our website at www.jardinemotors.co.uk/customer-services/complaints-handling procedure and is available from us on request. Financial services complaints we cannot settle may be referred to the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4567 or 0300 123 9123 or you can visit their website at www.financial-ombudsman.org.uk, email them at complaint.info@financial-ombudsman.org.uk or write to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- 7.2 Whilst acting as a consumer, if a non-financial services related dispute arises that cannot be resolved between us within a reasonable timescale, you may refer the dispute to the free independent advisory and conciliation service operated by The Motor Ombudsman, the government-backed, self-regulatory body for the motor industry. For details of this service you can call their dedicated Consumer Advice Line on 0843 910 9000, submit an enquiry or complaint via the website www.TheMotorOmbudsman.org.uk or write to The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN.

8. Events outside of our control

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by any act or event which is beyond our reasonable control.
- 8.2 If an event is beyond our control takes place that affects the performance of our obligations under the Terms we will notify you as soon as reasonably possible inform you when you can expect performance of our obligation under the Terms.

9. The Vehicle

- 9.1 The Vehicle may previously have been used as a lease or rental vehicle or have had multiple users. It may also have been imported from another country. We will provide you with any information about the Vehicle on request so if you have any questions about the previous use of the Vehicle or have specific requirements we advise you to discuss these with us before placing your reservation.
- 9.2 The images of the Vehicle on our Site are for illustrative purposes only. Although we have made every effort to display the Vehicle accurately, we cannot guarantee that your computer's display accurately reflects the appearance of the Vehicle.

10. Other important terms

- 10.1 These Terms (and any documents we expressly refer to within them) constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the subject matter.
- 10.2 You acknowledge that in entering into these Terms you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms (and any documents we expressly refer to within them).
- 10.3 These Terms shall apply exclusively between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 10.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.6 Any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

11. Personal Data

We may use the personal data you give us to tell you about our products and services by post, telephone, SMS or email, for market research purposes and to track sales. Further details on our processing of personal data can be found in our Customer Privacy Notice ("Privacy Notice"). You can obtain a copy of our Privacy Notice at our dealerships or online at <https://www.jardinemotors.co.uk/site/offline-privacy-notice>.

References to us shall mean Jardine Specialist Cars Limited, Jardine Automotive Limited, Jardine Luxury Vehicles Limited, Jardine Cars Limited, Jardine Sports Cars Limited.