

Jemca Car Group

Our terms

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you. When the product that you buy from us is a new car, there may also be terms relating to the product provided by Toyota or Lexus (the details of which are set out in clause 2.1 below). If that is the case, we will provide to you a copy of those terms and/or they will be made available to you as part of the order process.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are Jemca Car Group Ltd a company registered in England. Our company registration number is 04843255 and our registered office is at The Hyde, Edgware Road, London, NW9 6BH. Our registered VAT number is 586 6358 86. We are an authorized dealer of both Toyota (G.B.) PLC ("**Toyota**"), a company registered in England with company registration number 00916634 and Lexus (GB) Limited ("**Lexus**"), a company registered in England with company registration number 02484623. The registered office of both Toyota and Lexus is at Great Burgh, Burgh Heath, Epsom, Surrey, KT18 5UX.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 020 8860 1373 or by writing to us at customerservices@jemca.co.uk or 146 Burnt Ash Lane, Bromley, Kent BR1 5TD.
- 2.3 **How we may contact you.** 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.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the product, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock or otherwise unavailable, because the manufacturer has stopped making the product, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified, for the reasons set out in clause 3.3 below, or for another reason.
- 3.3 **Pre delivery inspections.** Before we deliver a vehicle to you, we will carry out a pre-delivery inspection (if it is a new vehicle) or we will carry out a used car check (if it is a used vehicle). If the vehicle does not pass the relevant check, we will assess whether or not the problem is major or minor. If it is minor, we will endeavour to fix the fault and this may mean that we need to request a delay to the delivery date and we will contact you to do so. If the fault is major and the vehicle is not fit for sale, we will need to reject your order in accordance with clause 3.2 above. We will contact you to arrange a refund and to discuss with you whether or not you would like to purchase another product.
- 3.4 **We only sell to the UK.** Our brochure and websites (which are operated by Toyota and Lexus respectively) are solely for the promotion of our products in the UK. Where we promote our products on a third party website, such promotion is solely for the sale of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4 Our products

- 4.1 **Products may vary slightly from their pictures.** The images of the products in our brochure and website and on any third party websites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

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5 Your rights to make changes

- 5.1 If you wish to make a change to the product you have ordered please contact us. Where the product is a new car, whether or not the change is possible will depend on how far through the manufacture process the car is. The possibility of the change will also depend on the type of change that you have requested, for example, whether it is an “add-on”, such as a cargo cover or roof rack, or a change to the specification of the product. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 Our rights to make changes

- 6.1 **Minor changes to the product.** We and/or Toyota or Lexus may change the product:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements;
- 6.1.2 for new cars, where the model year specification has changed; and
- 6.1.3 to implement minor technical adjustments and improvements, for example to address a faulty part that is identified during our pre sale check. These changes will not affect your use of the product.

7 Providing the product

- 7.1 **Delivery costs.** Unless we otherwise agree with you in writing, delivery will take place at our premises when you collect the product from us. You can collect the product from us at any time during our working hours which are set out on our website. If we agree to deliver the product to you at another premises, we will agree that with you when we accept your order.

- 7.2 **When we will provide the product.**

- 7.2.1 For new vehicles, during the order process, we will provide to you estimated dates for the build process, handover and delivery. We and/or Toyota will keep you updated in relation to those dates. Once Toyota has delivered the vehicle to us, we will contact you and agree the time and date for you to collect the vehicle or, if we have agreed to deliver it to you, for delivery.

- 7.2.2 For all other products during the order process, we will let you know when it is likely for the product to be available. We will subsequently contact you with an estimated delivery or collection date and, where we have agreed to deliver the product to you, we will contact you the day before the delivery date with an estimated time slot on the delivery date.

- 7.3 **If you are not at home when the product is delivered.** If we have arranged to deliver a vehicle to your premises and no one is available at those premises to take delivery we will contact you to rearrange delivery or collect the product from our premises.

- 7.4 **We are not responsible for delays outside our control.** If delivery of the product 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for the product you have paid for but not received.

- 7.5 **If you do not re-arrange delivery.** If you do not collect the product from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect it from our premises we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract. If we end the contract in accordance with this clause, we will refund any money you have paid in advance for the product we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

- 7.6 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or your nominated representative collect it from us. You confirm that we can drive the product to the extent necessary for delivery, inspection and testing.

- 7.7 **When you own the product.** You own the product once we have received payment in full and the product has been delivered to you or you or your nominated representative have collected it from us.

- 7.8 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the product to you, for example, a delivery

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address. If so, this will be requested during the order process. If you do not give us this information, or if you give us incomplete or incorrect information, we will not be able to progress with your order. We will not be responsible for supplying the product late or not supplying it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8 Your rights to end the contract

8.1 You can always end the contract for supply of a product before it has been delivered and paid for. You may contact us to end your contract for a product at any time before we have delivered it or you have collected it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 9, "If there is a problem with the product").

8.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (8.2.1) to (8.2.3) below the contract will end immediately and we will refund you in full for the product which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

8.2.1 subject to clause 10.3 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.2 there is a risk that supply of the product may be significantly delayed because of events outside our control; or

8.2.3 you have a legal right to end the contract because of something we have done wrong. If we disagree that you have this right, you may use the process set out in clause 14.6.

8.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided 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 your ending the contract.

8.4 Where you have purchased the product on our website, over the telephone or via a third party website: In addition to the rights to end your contract with us set out above, for most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. This refund is subject to the following:

8.4.1 You have 14 days after the day the product is delivered or you (or someone you nominate) collects it. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent by post or email to our address set out in these terms. If required, you can request a template cancellation notice form from us but it is not obligatory to use this specific template;

8.4.2 We may make a deduction from the reimbursement for loss in value of the product supplied if the loss is the result of unnecessary handling by you. Anything over and above a standard test drive will be considered unnecessary handling and will lead to a deduction of £1 for each mile driven over 20 miles. In addition, we will also be entitled to make a deduction for any damage or excess wear.

8.4.3 We will make the reimbursement without undue delay, and not later than 14 days after the day we receive back from you the product and all documents which were supplied including, but not limited to, service histories and the V5 documentation.

8.4.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. This may include handing back any part exchange vehicle if still available and/or seeking payment from you to cover any negative equity.

8.4.5 We will withhold the reimbursement until we have received the product and all paperwork back in good order.

8.4.6 It is your responsibility to return the product without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this contract to us.

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8.4.7 You will remain liable for the product and so for its tax, insurance, and any fines, charges or penalties until it has been accepted back to our premises.

8.4.8 You will have to bear the direct cost of returning the product and take full responsibility for the safe return of the product until it is in our possession]

9 If there is a problem with the product

9.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our consumer service team or write to us using the contact details set out in clauses 2.1 and 2.2. Alternatively, please speak to one of our staff in our centre.

9.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

9.3 **Your obligation to return rejected product.** If you wish to exercise your legal rights to reject the product you must either return it in person to where you bought it, or arrange for the product to be returned to us.

9.4 **Your warranty:** Where you have purchased a new vehicle that is a Toyota brand, Toyota offers a warranty on that vehicle. Where you have purchased a new vehicle that is a Lexus brand, Lexus offers a warranty. We do not offer our own warranties for new vehicles. Where you have purchased a used vehicle, we offer a warranty. We will provide details to you of the relevant warranty during the order process. All warranties are in addition to your legal rights (as described in clause 9.2) and do not affect them.

9.5 **Transferring your warranty.** You may transfer the relevant warranty described in clause 9.4 to a person who has acquired the product from you. We may require the person to whom the warranty is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing to us a copy of the V5.

10 Price and payment

10.1 **Where to find the price for the product.** We will agree with you the price of the product (which includes VAT) when you place your order with us. If, during the order process, you choose certain optional features, the price of those optional features will be added to the price of the product. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the product you order.

10.2 **We will pass on changes in the rate of VAT and car tax.** If the rate of VAT or the amount payable in relation to car tax changes between your order date and the date we supply the product, we will adjust the rate of VAT or amount of car tax that you pay, unless you have already paid for the product (including delivery costs) in full before the change in the rate of VAT or amount of car tax due takes effect.

10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price agreed, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may terminate the contract and refund you any sums you have paid.

10.4 **When you must pay and how you must pay.** You must pay us a deposit when you place your order with us, which will be deducted from the price of the product. If you paid to us a

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reservation fee prior to deciding to purchase the product, that may be used as part payment of the deposit or deducted from the balance of the price of the product. We accept payment by card, bank transfer or from your finance provider. You must pay for the product (including delivery) before we will deliver it or allow you to collect it.

11 Part Exchange

11.1 If we agree to accept a vehicle in part exchange. We may agree to accept a used vehicle in part payment of the price of the product. If we do so, we will deduct from the price of the product the amount agreed with you for part-exchange and we rely on you to:

11.1.1 provide correct information in relation to the mileage, age and condition of the vehicle;

11.1.2 to be the legal owner of the vehicle or to provide to us the details of any higher purchase agreement or other loan in relation to the used vehicle, in which case the part payment will be reduced by the amount due to settle the higher purchase agreement or loan.

11.2 Delivering the used vehicle to us. You agree that the used vehicle will be provided to us on or before the date that the product will be delivered to or collected by you.

12 Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for foreseeable loss and damage caused by us. 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, except as set out in clause 12.2 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.

12.2 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 goods, as summarised at clause 9.2 ; and for defective products under the Consumer Protection Act 1987

12.3 We are not liable for business losses. We have entered this contract with you on the basis that you are a consumer. If you are acting on behalf of a business or use the products 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.

13 How we may use your personal information

13.1 We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy can be found on our website.

14 Other important terms

14.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end contract for supply of the product within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

14.2 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 clause 9.4 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.

14.3 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.

14.4 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.

14.5 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

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products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 14.6 **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. You can submit a complaint to the Motor Ombudsman via their website at themotorombudsman.org. The Motor Ombudsman will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.