

## MOTORPOINT LIMITED

### RESERVATION TERMS AND CONDITIONS

These Reservation Terms and Conditions (“**Terms**”) will apply to any reservation of a vehicle you make with us over the telephone (the “**Contract**”). Please read these Terms carefully and make sure that you understand them before making your reservation. Please note that before making a reservation you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to reserve a vehicle.

**These Terms relate to the reservation of a Vehicle only and no obligation to purchase or sell the Vehicle is created by entering into a Contract based on them.**

You should print or keep a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in Condition 9.4. Each time you wish to reserve a vehicle, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in December 2016.

These Terms, and any Contract between us, are only valid in the English language.

#### **1. Information about us**

- 1.1 We are Motorpoint Limited, a company registered in England and Wales with company number 03482801 and with our registered office at Motorpoint, Chartwell Drive, West Meadows, Derby, DE21 6BZ (“**we**”, “**us**”, “**our**”). Our VAT number is 241 2346 43.
- 1.2 Our website is [www.motorpoint.co.uk](http://www.motorpoint.co.uk) (the “**Site**”).

#### **2. How the Contract is formed between you and us**

- 2.1 When you request a reservation over the telephone you are offering to reserve the specific vehicle described in your request (the “**Vehicle**”) in exchange for the Deposit, 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 Deposit in cleared funds.
- 2.3 These Terms shall become binding on you when:
  - (a) we confirm we have accepted your reservation; or
  - (b) you make payment of the Deposit to us;

whichever is the earlier, at which point a “**Contract**” shall come into existence between you and us.

2.4 Any reservation you request is subject to acceptance by us. Once we have received your Deposit in cleared funds, your reservation is deemed to be accepted when we confirm by telephone that we have accepted it. . 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 showrooms will be available for reservation.

### **3. Deposit**

3.1 In order to make a reservation you are required to pay a deposit of £300 (the “**Deposit**”). We will not make your reservation until we have received the Deposit in cleared funds.

3.2 The Deposit can be paid by either debit card or credit card.

3.3 If you decide not to purchase the Vehicle we will refund you the Deposit in the same way that it was paid within 7 days of you informing us of your decision.

3.4 If you decide to purchase the Vehicle, you agree that we will retain the Deposit as a part payment towards the purchase price of the Vehicle.

3.5 The Deposit may change from time to time, but changes will not affect any reservation you have already made.

3.6 The Deposit 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 until a date agreed by us and you for you to inspect the Vehicle (“**Inspection Date**”), unless you cancel the reservation or inform us that you do not wish to purchase the Vehicle before the Inspection Date, at which point we will stop reserving the Vehicle for you and refund you the Deposit.

4.3 On the Inspection Date you may inspect the Vehicle at the showroom agreed by us and you during the hours and on the days for which the showroom is open for business, provided that you have given us notice of your intention to do so 24 hours in advance by email or telephone.

4.4 If you do not inspect the Vehicle on or before the Inspection Date we will contact you to confirm whether you wish to arrange a new Inspection Date. If you do not respond within 5 days we will cancel the reservation and refund you the Deposit.

- 4.5 Once we have accepted your reservation in accordance with Condition 2.4 above, the Vehicle will not be displayed on the Site or in a showroom or used in any demonstration or test-drive, other than on the Inspection Date where requested by you in advance, unless the reservation is cancelled or you notify us that you do not wish to purchase the Vehicle.
- 4.6 The images on our Site are for illustrative purposes only. Although we have made every effort to ensure the images are an accurate representation of the Vehicle, we cannot guarantee that your computer's display accurately reflects the appearance of the Vehicle.
- 4.7 This Contract is 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 just need to let us know that you have decided to cancel. You can do this by contacting the salesperson with whom you made the reservation either in person at the showroom or via telephone or email.

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 Deposit on the credit card or debit card you used to pay within 7 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;
- (a) we have reason to believe you do not intend to or are unable to, purchase the Vehicle; or
  - (b) 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;
  - (c) we believe the Vehicle does not meet any of the specific requirements which you may have notified us of; or
  - (d) 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 this contract.

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.

6.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence; and
- (b) fraud or fraudulent misrepresentation.

## **7. Alternative Dispute Resolution**

7.1 Alternative dispute resolution (“**ADR**”) is a process by which an independent body will consider the facts of a dispute and seek to resolve them without the need for a court.

7.2 If you have a complaint you can contact us by email at [complaints@motorpoint.co.uk](mailto:complaints@motorpoint.co.uk) or by writing to us at: Customer Care, Motorpoint, Chartwell Drive, West Meadows, Derby, DE21 6BZ.

7.3 Where you are dissatisfied with our handling of any complaint you may use the EU Online Dispute Resolution Platform ([here](#)) to seek a resolution. For the avoidance of doubt, we do not undertake to take any part in any ADR process and will notify you on a case-by-case basis of our agreement or otherwise to take part in any ADR process.

## **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 Contract that is caused by any act or event which is beyond our reasonable control (an “**Event Outside Our Control**”).

8.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will notify you as soon as reasonably possible; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the Inspection Date we will arrange a new Inspection Date with you.

8.3 You may cancel the Contract if it is affected by an Event Outside Our Control which has continued for more than 14 days in which case we will refund you the Deposit.

## **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 this Contract 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 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

10.4 We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated. Every time you reserve a Vehicle, the Terms in force at the time of your order will apply to the Contract between you and us.

10.5 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights under these Terms.

10.6 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing in advance.

10.7 This Contract is 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.

10.8 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.

10.9 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.

10.10 Please note that these Terms are governed by English law. This means the Contract and 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 non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.