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DATED: 1 April 2026

LEXUS EV OWNERSHIP OFFER

TERMS AND CONDITIONS

1. The Promotor

1.1 The promotor is: Toyota (G.B) PLC, (trading as Lexus UK) registered under company number 00916634 at Great Burgh, Burgh Heath, Epsom, KT18 5UX) (“the Promotor”). **We**, **us** or **our** means the Promotor.

2. The Promotion

2.1 The Promoter will be offering eligible customers the following Lexus products (the “**Products**”): access to the Lexus Reserve Programme, a 3-year New Car Lexus Service Plan Plus package and a Lexus HomeCharge residential charge point with Standard Installation (the “**Bundle**”) at the discounted price of £1,495 (inclusive of VAT) (the “**Promotion**”), following the purchase of an Eligible Vehicle.

2.2 The Promotion is subject to availability.

2.3 The Product specific terms and conditions are contained below in Schedules A, B, C and at <https://www.hivehome.com/term>. You acknowledge and agree to the terms and conditions contained within the Schedules and linked and understand that they apply to the respective Products contained within the Bundle, in addition to the terms and conditions of the Promotion contained within the main body of this agreement.

3. Eligibility

3.1 To be eligible to purchase the Bundle, you must meet the following criteria:

3.1.1 You are a resident in the United Kingdom;

3.1.2 You are aged 25 years or over;

3.1.3 You have ordered an Eligible Vehicle from an Authorised Lexus Retailer in the UK (“**Authorised Lexus Retailer**”) or via our online sales platform: <https://www.lexus.co.uk/new-cars>;

3.1.4 The Eligible Vehicle has been delivered no more than 3 months prior to the date you are purchasing the Bundle; and

3.1.5 You are a private retail customer.

3.2 To be eligible for the Lexus Reserve Programme you and any named drivers must met the insurance criteria contained in clause 6.1 of Schedule C.

3.3 For the avoidance of doubt, fleet customers are not eligible for this Promotion.

3.4 “**Eligible Vehicle**” means any Lexus Battery Electric Vehicle (BEV) that are less than 12 months from the date of initial registration only.

3.5 In participating in this Promotion, you confirm that you are eligible to do so and eligible to claim the Bundle.

3.6 Except as otherwise set out in these terms and conditions, the Bundle is non-exchangeable, non-negotiable, non-transferrable and no cash alternative is offered. The Promotion may not be claimed by a third party on your behalf.

4. How to Participate

4.1 To participate, you must:

- a) contact your Authorised Lexus Retailer to purchase the Bundle;
- b) the Authorised Lexus Retailer will check your eligibility to participate in this Promotion;
- c) if eligible, full payment in the sum of £1,495.00 must be made to the Authorised Lexus Retailer. The payment must be made in a one-off payment and cannot be spread across instalments.

4.2 This Promotion is limited to one Bundle per Eligible Vehicle. You may purchase more than one Eligible Vehicle in which case the Bundle offer will be applicable once per Eligible Vehicle (for example: the purchase of two new Lexus RZ's in accordance with these terms will entitle the participant to two Bundles, each at a cost of £1,495).

4.3 The Bundle can only be purchased by you. It cannot be purchased by a third party on your behalf.

4.4 You must place your order for a Lexus HomeCharge via British Gas. For further details, please see Schedule A below.

5. Cancellation

5.1 You have a legal right to cancel this agreement within 14 days without giving any reason. The cancellation period will expire 14 days after the later of:

5.1.1 the day on which you purchase the Bundle; or

5.1.2 the point at which the installation of the HomeCharge is fully completed in accordance with the British Gas terms and conditions for electric vehicle charge points at <https://www.hivehome.com/term>.

This right to cancel applies to the agreement as a whole. You may not cancel or terminate any individual Product(s) separately from the others.

5.2 To exercise your right to cancel, you must inform the Promotor of your decision to cancel via a clear written statement (such as an email or letter).

5.3 Upon cancellation of the agreement, a refund will be given no later than 14 days after the day on which we were informed of your decision to cancel.

5.4 In the event you choose to cancel your purchase of an Eligible Vehicle, your eligibility for the Promotion will automatically be forfeited. You must notify us immediately if you cancel your purchase of an Eligible Vehicle.

5.5 The refund amount as a result of cancellation or termination will be subject to the following deductions:

5.4.1 If the Lexus HomeCharge has been delivered but not fully installed, the Promotor may deduct from the refund amount charges for work already carried out and the retail cost of the goods supplied which have already been installed;

5.4.2 If you have had an MOT or service completed under your Lexus Service Plan Plus package prior to cancellation, the Promotor will deduct from the refund amount the standard retail cost of the MOT

and/or service as applicable to your Eligible Vehicle at the time the service and/or MOT was carried out.

5.6 Termination or cancellation of this agreement, whether under this Clause 5, for breach, or under statute, will result in the termination of all three Products provided under this Promotion. No individual Product may be cancelled or terminated individually.

5.7 Nothing in this clause 5 shall affect your statutory rights under applicable consumer protection legislation.

6. Limitation of liability

6.1 Insofar as is permitted by law, the Promoter, its agents or distributors (including Authorised Lexus Retailers and British Gas in this instance) will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in the Promotion, except where it is caused by the negligence of the Promoter, its agents or distributors. Your statutory rights are not affected.

6.2 The Promoter shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from an event, circumstances or cause beyond the Promoter's reasonable control (including contracting third parties and other third parties) which shall include but not be limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions or embargo; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion or accident; interruption or failure of utility services.

7. Data protection and publicity

7.1 The Promoter will only process your personal information as set out in the [Lexus UK Privacy Notice](#) and to the extent necessary to administer this Promotion. In order to fulfil this Promotion, the Promoter will need to share your contact details with British Gas.

7.2 Lexus and the relevant Providers of the Bundle may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that we provide.

7.3 With regard to Service Plan Plus, the Data Controller in relation to the information you supply is the Promoter. The Data Processor is the Service Plan Provider who may share the information you provide, together with other information, with organisations who are our business partners, suppliers or agents, for the purposes of customer service, order fulfilment and financial and account administration, under the lawful basis of Performance of a Contract. The Service Plan Provider will not transfer the information you provide to any country outside of the United Kingdom and/or European Economic Area without firstly obtaining the Promoter's consent.

When you have given us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of your information and to correct any inaccuracies. The Promoter will only retain your data for as long as is required by law, or where there is an appropriate business justification.

8. General

8.1 If there is any reason to believe that there has been a breach of these terms and conditions or that you are going to breach these terms and conditions, the Promoter, at its sole discretion, reserves the right to exclude you from participating.

8.2 The Promoter reserves the right to void, suspend, cancel, or amend this Promotion where it becomes necessary to do so, with no liability to any participant or third party. In the event that the Promotion is cancelled, amended, or expires, these terms and conditions shall remain in effect for participants who have purchased the Bundle prior to such cancellation, amendment, or expiry.

8.3 No third party can enforce these terms and conditions

8.4 In the event of a conflict between these terms and conditions (inclusive of Schedules A, B and C) and any other terms or instructions related to this Promotion, these terms and conditions take precedence.

8.5 In the event of a conflict between the terms and conditions in the main body of this agreement and the Schedules, the terms contained in the main body of the agreement shall take precedence over the relevant Schedule.

8.6 These terms and conditions constitute the entire agreement between the parties with respect to the subject matter. These terms and conditions cancel and supersede any prior understandings and agreements between the parties with respect to their subject matter.

8.7 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed amended to the extent necessary to make it valid, legal, and enforceable. If such amendment is not possible, the relevant provision or part-provision shall be deemed deleted. This shall not affect the validity and enforceability of the remaining provisions of these terms and conditions.

8.8 We shall attempt to resolve any disputes by negotiation, with both parties acting in good faith. If within 30 working days, we have failed to reach a resolution, either party may refer the dispute for mediation and serve the other party a written notice that a dispute has arisen. This shall not be a condition precedent to the commencement of any court proceedings. If the parties do not resolve the dispute in the course of mediation, either party may commence court proceedings in respect of their legal rights under these terms and conditions.

8.9 These terms and conditions are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

8.10 A waiver of any right or remedy is only effective if in writing. A delay or failure to exercise any right or remedy shall not waive that, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

8.11 All notices, agreements and consents given to a party under or in connection with these terms and conditions shall be in writing. Notices shall be sent to the address given in these terms and conditions or as otherwise notified in writing to each party (which may include an e-mail address). Any letter may be delivered by hand or first class pre-paid letter or electronically by e-mail (if the parties have exchanged e-mail addresses) and shall be treated as having been delivered:

- (a) if sent by hand, when delivered; and
- (b) if by first class post 2 business days after posting; and
- (c) if sent via e-mail, notice shall be deemed received upon receipt of a delivery confirmation e-mail or an acknowledgement from the recipient (whichever occurs first), provided such receipt occurs within business hours. If received outside business hours, it shall be deemed received at the start of the next business day.

Schedule A – Lexus HomeCharge Terms and Conditions

1. Lexus HomeCharge

1.1 The inclusion of the Lexus HomeCharge in the Bundle applies only towards the supply and Standard Installation of a 7kw single phase Lexus HomeCharge residential charge point (“HomeCharge”).

1.2 The Promoter has appointed British Gas Services Limited (registered number 03141243) trading as Centrica in Northern Ireland and British Gas in Great Britain (“British Gas”) as its sole supplier and installer of the Lexus HomeCharge residential charge point for the purposes of this Promotion.

1.3 “Standard Installation” shall be as defined under the British Gas terms and conditions for installation: <https://www.hivehome.com/terms>. Those terms and conditions contain details of which types of installation works are and are not included within Standard Installation.

1.4 Standard Installation is carried out in accordance with BS7671 18th edition wiring regulations, IET Code of Practice for Electric Vehicle Charging Equipment Installation 2nd.

1.5 These terms and conditions (contained within Schedule A) apply only to customers who are eligible for and have purchased the Bundle.

2. Installation

2.1 The Lexus HomeCharge must be ordered via the link and code provided to you by us or the Authorised Lexus Retailer. The Authorised Lexus Retailer will support you to complete the British Gas HomeCharge application form on the British Gas Dealer referral portal to order the HomeCharge with Standard Installation.

2.2 The Promotion is available on the assumption that the correct electrical connections and protections are available at the installation address for the HomeCharge, and that no civil works or electrical remedial works are required.

2.3 If you are eligible for Standard Installation, but British Gas are unable to carry out the installation at the installation address due to regional restrictions, the Promoter may offer an alternative installer to carry out the Standard Installation at the equivalent cost.

2.4 If you are not eligible for Standard Installation, additional charges may apply.

2.5 In circumstances where the HomeCharge cannot be installed at the installation address, the Promoter may, at its sole discretion, offer you an alternative residential charge point at the equivalent cost. Any difference in retail price will be borne by you.

2.6 Participants must:

- (a) Confirm that the installation address for the HomeCharge, as specified on the British Gas HomeCharge application form, is a residential address and that they live at the property. If

you are not the owner of the property you must have the consent from the owner or landlord for the HomeCharge to be installed.

- (b) Confirm that there is a garage or other suitable private off-street parking within the premises of the installation address, allowing them to charge the Eligible Vehicle safely without creating a trip or other health and safety risk to themselves or any other party. Cabling must not pass over a public thoroughfare.

2.7 Installation is not usually possible on static caravans, listed buildings or apartments.

Schedule B – Lexus Service Plan Plus Terms and Conditions

1. INTERPRETATION

1.1 **Definitions.** In these Lexus Service Plan Plus terms and conditions, the following additional definitions apply:

- (a) “**Schedule B**” means the Lexus Service Plan Plus Terms and Conditions contained within this Schedule B between the Customer, Toyota (GB) PLC and the Authorised Lexus Repairer whereby the Authorised Repairer agrees to provide the Services subject always to these Conditions.
- (b) “**Authorised Lexus Repairer**” means any repairer located in the United Kingdom or any country which is a member of the European Union and who has been authorised by TGB to undertake servicing, repair, and maintenance work.
- (c) “**Authorised Representative**” means any authorised employee or agent of the Authorised Repairer with authority to create or amend service plans through the EMAC evolve portal.
- (d) “**Full Service**” means performing a check of all areas of essential maintenance. In addition to the items included in the Intermediate Service, the Full Service covers items that TGB recommend for replacement every two years.
- (e) “**Intermediate Service**” means a variety of maintenance checks to keep Your Vehicle healthy and roadworthy including a complete oil change.
- (f) “**Party**” or “**Parties**” means the Customer and TGB.
- (g) “**Products**” or “**Package**” means the provision of Servicing, MOT*, and Lexus Roadside Assistance.
- (h) “**Service Cost**” means the cost of the parts and labour incurred by the Authorised Lexus Repairer in the provision of the Service on behalf of TGB to You
- (i) “**Service Plan Provider**” means the appointed administrator of this plan. The appointed administrator is EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe, Cheshire, CW1 6GU
- (j) “**Services**” means the routine maintenance services described as Intermediate and Full.
- (k) “**The Customer**”, “**You**” or “**Your**” means the owner and registered keeper of the vehicle
- (l) “**Lexus Roadside Assistance**” means the breakdown assistance service provided by The AA, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.
- (m) “**United Kingdom**” means England, Scotland, Northern Island, the Channel Islands, and the Isle of Man

- (n) "Vehicle" means the Vehicle which you are the registered keeper of, or nominated by the registered keeper to have custody and use of the Vehicle and the benefit of the Lexus Service Plan Plus package

1.2 These terms and conditions (contained within Schedule B) apply only to customers who are eligible for and have purchased the Bundle.

2. PRODUCT DETAILS

2.1 The New Car Lexus Service Plan Plus package is a 3-year (36 month) agreement that includes:

- (a) 3 scheduled Services (2 intermediate services and 1 full service, redeemable at any Authorised Lexus Repairer in the UK)
- (b) 1 MOT* (redeemable at any Authorised Lexus Repairer in the UK)

2.2 Servicing

- (a) Both Full Services and Intermediate Services are subject to time and mileage. Each Service will be carried out on the sooner of one year (12 months) elapsing, or 10,000 miles travelled from the last service.
- (b) The Services included in this offer do not include additional maintenance or repair work (e.g. tyres and brake pads).
- (c) Services are redeemable at any Authorised Lexus Repairer in the United Kingdom in accordance with Toyota (GB) PLC guidelines and schedule.
- (d) Failure to adhere to the Manufacturer servicing schedule may invalidate the offer.
- (e) For more information on servicing, please refer to:
https://www.lexus.co.uk/owners/servicing-and-maintenance/servicing-MOT*hybrid-health-check

2.3 MOT*

- (a) Vehicles in the UK that are more than three years old are legally required to take an MOT* test every year to ensure they are roadworthy. It is the responsibility of the Customer to ensure the MOT* test is completed.
- (b) All MOT*s included in The Lexus Service Plan Plus package exclude the cost of any required repairs.
- (c) Please note, due to differing requirements for MOT fulfilment by the DSA in Northern Ireland, MOTs are not included in Service Plan Plus packages sold by or redeemed in Authorised Lexus Repairers in Northern Ireland.

3. CUSTOMER OBLIGATIONS

3.1 It is the Customer's obligation to arrange for the Services to be carried out when due.

3.2 The Service Plan Plus packages are designed to coincide as closely as possible to the manufacturer service schedule for your vehicle.

3.3 For further information, the Customer should see the Vehicle's service handbook. In the event of an inconsistency between the terms of this Schedule B and the service handbook regarding when a service is due, the service handbook takes precedence.

4. CHARGES AND PAYMENTS

4.1 Any additional work carried out and/or materials supplied by the Authorised Lexus Repairer which is not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Vehicle unless the repair and/or materials supplied are covered by an active Lexus Warranty.

5. TRANSFERS

5.1 Transfers of Vehicle

- (a) You may transfer this New Lexus Service Plan Plus agreement to a new eligible vehicle without an additional charge. However, if the new eligible vehicle has a higher Service Cost(s) than the current Vehicle, you may be required to make an additional payment to cover the higher cost. In order to transfer the New Lexus Service Plan Plus agreement you must contact the Service Plan Provider to discuss vehicle eligibility.

5.2 Transfers of Ownership

- (a) You may transfer this New Lexus Service Plan Plus agreement to any subsequent owner of the Vehicle without additional charge. In order to transfer the New Lexus Service Plan Plus agreement you must contact the Service Plan Provider. You will be notified by the Service Plan Provider of any change in writing.
- (b) Unless otherwise stated in this Schedule B, in the event of a transfer to any subsequent owner of the Vehicle, You acknowledge and agree that you are not entitled to a refund.

6. CONTACT DETAILS

6.1 If you wish to contact Us about the delivery of any of the Products within this package including making a complaint, you can do so by reaching out to the relevant Provider. For all email communications, please include details of Your name, address, vehicle registration number.

6.2 Toyota (GB) PLC (Lexus UK)

- (a) By phone: 0344 701 6202
- (b) By email: <https://www.lexus.co.uk/help->
- (c) In writing: Customer Services, Toyota (GB) PLC, Great Burgh, Epsom, KT18 5UX

6.3 Service Plan Provider (EMaC Limited)

- (a) By phone: 0330 099 6826
- (b) By email: Support@EMAC.ltd.uk
- (c) In writing: EMaC House, Southmere Court, Crewe Business Park, Crewe, Cheshire, CW1 6GU

For details on MOT* and Servicing, please contact your Authorised Lexus Repairer.

**Please note, due to differing requirements for MOT fulfilment by the DSA in Northern Ireland, MOTs are not included in Service Plan Plus packages sold by or redeemed in Authorised Lexus Repairers in Northern Ireland.*

Schedule C – Lexus Reserve Programme Terms and Conditions

1. The terms and conditions in this Schedule C govern your participation in the Lexus Reserve programme (the “**Programme**”), associated with the purchase of an Eligible Vehicle. By participating in the Programme, you agree to be bound by these terms and conditions, so please read them carefully.
 - 1.1. These terms and conditions (contained within Schedule C) apply only to customers who are eligible for and have purchased the Bundle.
2. The Programme
 - 2.1. The Programme provides customers who have purchased the Bundle with use of a hybrid Lexus Vehicle (“**Reserve Vehicle**”) for forty-two (42) complimentary calendar days (“**Reserve Days**”), to use over the course of three (3) years, starting from the date of registration of your Eligible Vehicle. Subject to clause 3.2 below.
 - 2.2. Only hybrid Lexus vehicle models can be used as Reserve Vehicles under this Programme. For the avoidance of doubt, the following Lexus models are not available as Reserve Vehicles in this programme: LM, LS, LC and RCF.
 - 2.3. Whilst the Promoter will use reasonable endeavours to accommodate your preferred model, due to stock availability this might not be possible, and in some cases, an alternative model to your preferred model may be provided. If an alternative model needs to be provided, the Promoter will notify you within two (2) working days.
 - 2.4. The Promoter cannot guarantee the specification of the Reserve Vehicle which you will receive, such as (but not limited to): colour, age, trim package, specification and add-ons.
 - 2.5. The Reserve Days must be used in bookings of at least three (3) consecutive days, up to a maximum of seventeen (17) consecutive days, subject to clause 3.8. If you wish to place multiple bookings, there must be a minimum of seven (7) days between bookings. Use of Reserve Days is subject to Reserve Vehicle availability and applicable booking requirements.
 - 2.6. There is no mileage limitation on the Reserve Vehicle usage during the Reserve Days.
 - 2.7. The Reserve Vehicle may be driven anywhere throughout the United Kingdom and mainland Europe. You will need to inform Lexus at Lexusreserve@lexus.co.uk of your intention to take the Reserve Vehicle outside of the United Kingdom during the booking process. It is solely your responsibility to observe local laws and Lexus takes no responsibility for the your breach of said laws.
 - 2.8. Reserve Vehicles must be returned to the UK address which is notified to you by the Promotor at the point of booking a Reserve Vehicle.

2.9. You are responsible for all fuel costs incurred during your use of the Reserve Vehicle. The Reserve Vehicle must be returned with the same level of fuel as it was provided with. If the Reserve Vehicle is returned with a lower fuel level than it was provided with, you shall be charged for the cost of refuelling to the correct level.

2.10. During the Reserve Days, the Promotor will cover the reasonable cost of roadside assistance and windscreen damage, provided such damage occurs during the normal use of the Reserve Vehicle. If the need for roadside assistance or damage to the windscreen is, in the Promotor's reasonable opinion, the result of malicious, intentional or reckless acts by you or any additional drivers, the Promotor reserves the right to recover the cost of any such services from you. Additionally, if you or any additional drivers are involved in repeated or excessive incidents which suggest misuse or failure to take reasonable care of the Reserve Vehicle, the Promotor reserves the right to recover the cost of any such services from you.

3. How to book/amend and cancel a booking

3.1. To book a Reserve Vehicle for Reserve Days you need to contact lexusreserve@lexus.co.uk with the following details:

3.1.1. your full name and a copy of your driving licence;

3.1.2. the full name, contact details and address of any additional drivers and a copy of their driving licence (if applicable);

3.1.3. a valid email address;

3.1.4. a current phone number;

3.1.5. your home address;

3.1.6. a DVLA check code for you and all proposed named drivers;

3.1.7. the proposed delivery/ collection address (this must be in England, Scotland, Wales or Northern Ireland);

3.1.8. your preferred hybrid Lexus model.

3.2. You must book a minimum of ten (10) working days prior to your Reserve Days starting in order to secure a Reserve Vehicle (subject to availability).

3.3. You will receive a booking confirmation within two (2) working days of booking, confirming the booking.

3.4. If you wish to amend any of the original booking details between the time of booking and twenty-four (24) hours prior to the commencement of the booking, you must email the details which require changing to LexusReserve@Lexus.co.uk quoting the booking reference number. Provided that the changes can be accommodated, a further booking confirmation will then be sent with the amended details. The relevant Promotor cannot guarantee that these amendments will be able to be accommodated, and amendments are subject to availability. If the booking cannot be confirmed, the Promotor will contact you to discuss further.

- 3.5. If you wish to cancel a reservation you will need to email LexusReserve@Lexus.co.uk at least twenty-four (24) hours in advance of the commencement date. Your reservation will be cancelled, and your Reserve Days will be credited back to your account.
 - 3.6. If you fail to take delivery of the Reserve Vehicle and have not notified the Promotor of the cancellation (e.g. a no show) or have not cancelled your reservation prior in accordance with clause 4.6, you will lose the Reserve Days associated with the reservation and these will not be credited back to your account ("**Lost Reserve Days**"). If you fail to take delivery of a Reserve Vehicle, or do not cancel your reservation in accordance with clause 3.5, the Promotor shall be entitled to charge a reasonable administration fee, which shall be payable by you within thirty (30) calendar days following written request by the Promotor.
 - 3.7. The Promotor's decision about Lost Reserve Days is final and the Promotor will not enter into communication about Lost Reserve Days.
 - 3.8. If the Promotor needs to cancel your reservation, they will call and/or email you at least twenty-four (24) hours prior to the commencement date of the reservation, notifying you of your options.
4. Day of Booking
 - 4.1. The Reserve Vehicle will be dropped off and collected at the address that you specified at the time of booking (or in a subsequent email if the booking was amended) which will have been confirmed in your booking confirmation.
 - 4.2. You must be present at the time that the Reserve Vehicle is dropped off at the nominated address and a valid driver's licence must be presented for verification.
5. Driver Representations
 - 5.1. You are responsible for any and all toll and traffic, parking or driving charges, penalties, fines and/or violations occurred in or in relation to the Reserve Vehicle.
 - 5.2. You will upon request, provide any documents or information reasonably required by the Promoter.
 - 5.3. If the Reserve Vehicle is damaged or stolen, you will be liable for the insurance excess. Further details on insurance can be found within clause 6 below.
 - 5.4. Before collection of the Reserve Vehicle, you will be required to agree the following on behalf of yourself and all named drivers:

- 5.4.1. You undertake to drive the Reserve Vehicle responsibly at all times and accept full responsibility for the settlement of any charges, penalties or fines incurred during your use of the Reserve Vehicle.
- 5.4.2. You confirm that you will not remove or affix any accessories or parts from or to the Reserve Vehicle.
- 5.4.3. You confirm that you will not smoke or vape, nor permit anybody else to smoke or vape, inside the Reserve Vehicle.
- 5.4.4. You confirm that the Reserve Vehicle, both interior and exterior, will be returned in a clean condition. This includes, but is not limited to, the removal of all personal belongings, rubbish, and debris from the interior, as well as ensuring the exterior is free from dirt, mud, and other contaminants.
- 5.4.5. You accept that you will be liable for any damage and/or missing items that were not identified in the vehicle condition report at the time of collection of the Reserve Vehicle. You will be provided with a vehicle condition report after the return of the Reserve Vehicle.
- 5.4.6. In the event of anything being towed by a Reserve Vehicle, only the Reserve Vehicle itself will be covered by the insurance arranged by the Promoter and not anything being towed by it. The Promoters will not be liable for any damage caused to the object being towed, including but not limited to any caravan, trailer or other similar unit. You must not use the Reserve Vehicle to tow anything which weighs more than the maximum towing capacity detailed in the vehicle specification for the Reserve Vehicle.
- 5.4.7. The Reserve Vehicle booked by you shall not require servicing during the Reserve Days. If due to an error servicing is required during a Reserve Day, the Promoter will contact you via email and/or telephone as soon as reasonably practicable before the servicing is due, to inform you and arrange a date and location (if applicable) for collection of the Reserve Vehicle, to allow the servicing to be completed. Subject to availability, the Promotor may offer an alternative Reserve Vehicle ("**Alternative Reserve Vehicle**") during the Reserve Day(s) that the original Reserve Vehicle ("**Original Reserve Vehicle**") is not available. If an Alternative Reserve Vehicle is not available whilst the Original Reserve Vehicle is being serviced, you will be credited the number of Reserve Days that you were not able to use the Original Reserve Vehicle for. You accept and agree that failure to permit collection of the Reserve Vehicle under this clause 5.4.7 may result in service and repair costs being chargeable to you.
- 5.4.8. If any damage is caused to the Reserve Vehicle whilst in your control (inclusive of where being driven by a named driver), you agree that you shall immediately call Lexus to notify them of the damage and unless instructed otherwise by Lexus, you shall take the Reserve Vehicle to an Authorised Lexus Retailer to have the Reserve Vehicle repaired.

5.4.9. If any repairs are required on the Reserve Vehicle following a breakdown, which are not attributable to your actions or omissions, you shall not be held responsible for any costs associated with the repair work or the breakdown cover, beyond the insurance excess cost contained in clause 6.2.

5.4.10. The Promoter is not responsible or liable for any loss or damage of any items of personal property that are kept or left in the Reserve Vehicle.

5.5. You agree that:

5.5.1. you will not sub-let, loan or allow a third party to drive the Reserve Vehicle, other than you and any additional named drivers;

5.5.2. you will not use the Reserve Vehicle as a taxi or to carry paying passengers, or to otherwise allow the Reserve Vehicle to be used in this manner;

5.5.3. you and all additional named drivers of the Reserve Vehicle are 25 years old or over and satisfy the below insurance criteria.

6. Insurance

6.1. Insurance on the Reserve Vehicle will be arranged by the Promoter. This insurance will cover you and any additional named drivers who must satisfy the following applicable insurance criteria:

6.1.1. No driver of the Reserve Vehicle has more than 6 penalty points on their driver's licence;

6.1.2. No driver of the Reserve Vehicle has been convicted of any of the following offences during the last ten (10) years:

6.1.2.1. Manslaughter;

6.1.2.2. Causing death by dangerous driving;

6.1.2.3. Driving under the influence of alcohol or drugs;

6.1.2.4. Failing to stop after an accident;

6.1.2.5. Failing to report an accident;

6.1.2.6. Any offence or combination of offences which resulted in suspension from driving; or

6.1.2.7. Stealing or attempting to steal a motor vehicle.

6.1.3. No driver of the Reserve Vehicle has been advised by a qualified medical practitioner that it is unsafe for them to drive any sort of passenger motor vehicle;

6.1.4. No driver of the Reserve Vehicle has been refused motor vehicle insurance;

6.1.5. You will provide the Promotor with details of anyone that may drive the Reserve Vehicle (including a true, up to date 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, or an additional driver, could result in you being denied cover under Toyota's motor insurance policy.

6.2. In the event of an accident and/or the Reserve Vehicle being damaged and a claim being made, an excess will be payable. The excess payable in the event of a Reserve Vehicle being damaged will be confirmed to drivers at the time of the Reserve Vehicle booking but unless stated otherwise will be £250.

6.3. In the event that the excess is payable, the payment shall be made by you within 14 days.

6.4. You are responsible for reporting any incidents and/or damage within twenty-four (24) hours to Toyota Motor Insurance 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)

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 the Promotor. The Promoter can be contacted via the following email address: LexusReserve@lexus.co.uk.

7. Data Privacy

7.1.1. Toyota (GB) PLC, its appointed agents and insurers may process your personal data in accordance with the UK General Data Protection Regulation and subject to the provisions of the Data Protection Act 2018 and any re-enactment thereof. You understand and agree that the information provided at the time of booking and contained in your driving licence may be used by Toyota (GB) PLC, its appointed agents and insurers, under the lawful basis of Performance of a Contract, to facilitate the provision of the Programme and associated activities such as risk management and insurance purposes, crime detection or prevention, road traffic offences and service administration.

7.1.2. The personal data provided will be retained for as long as required by law or where there is an appropriate business justification. You have the right to ask for a copy of your information and to correct any inaccuracies.

7.1.3. No details provided by you in relation to the provision of the Reserve Vehicle will be used by the Promotor for marketing purposes or provided to any third party for any reason other than as stated in this paragraph.

7.1.4. Further details regarding the processing of your personal data can be found in the Lexus Privacy Notice ([Lexus UK Privacy Notice](#)) or by contacting privacy@ld.lexus.co.uk.

8. Customer Support

Lexus Reserve customer support is available Monday through Friday, 9am-5.30pm, by emailing LexusReserve@lexus.co.uk.

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")

9. General

9.1. The provision of a Reserve Vehicle is subject to availability. While the Promotor will try to accommodate all requests, they cannot always guarantee the availability of a Reserve Vehicle. Reserve Vehicles are allocated on a first-come, first-served basis and may be limited during peak periods. The Promotor recommends contacting in advance to check availability and make necessary arrangements.

9.2. To find out how many Reserve Days remain on your account, you can email LexusReserve@lexus.co.uk.

9.3. You are unable to add or purchase additional Reserve Days.

9.4. Reserve Days are not negotiable or transferable. In the event of resale or transfer of an Eligible Vehicle, the unused Reserve Days will expire.

9.5. Reserve Days do not have any cash value associated with them and there is no cash alternative available.

9.6. If you wish to purchase the Reserve Vehicle, you should contact your local Authorised Lexus Retailer for details. Any purchase will be subject to availability and is not available on vehicles under three (3) months old and is subject to separate terms and conditions.

9.7. The Promotor reserves the exclusive right to void, suspend, cancel or amend these terms and conditions within this Schedule C or the Programme at any stage and without notice, at its sole discretion.