

Our terms

1 These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply products and services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your booking request to us. These terms tell you who we are, how we will provide products and services 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.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual; and
- You are buying products and services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

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 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 booking request.

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 booking request.** Our acceptance of your booking request will take place when we tell you that we are able to provide the product or service, 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 booking request.** If we are unable to accept your booking request, we will inform you of this by telephone, SMS or in writing and will not charge you for the product or service. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **We only sell to the UK.** Our websites, which are operated by Toyota and Lexus, are solely for the promotion of our products in the UK. Unfortunately, we do not accept booking requests from addresses outside the UK and we are only able to deliver to addresses within England, Scotland and Wales.

4 Our products

4.1 **Products may vary slightly from their pictures.** The images of the products on any third party website are for illustrative purposes only. Your product may vary slightly from those images.

4.2 **Making sure your spare parts are correct.** If we are supplying a spare part for your vehicle without inspecting the vehicle you are responsible for ensuring that you have given us the correct vehicle details and any other information we require to ensure that we can obtain the correct spare part.

5 Your rights to make changes

5.1 If you wish to make a change to your booking request please contact us. 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 or service, the timing of supply 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 products.** We may change the product or service:

6.1.1 to reflect changes in relevant laws and regulatory requirements, for example, if new safety regulations are implemented; and

6.1.2 to implement minor technical adjustments and improvements, for example to address a safety issue.

These changes will not affect your use of the product.

7 Providing the products

7.1 **When we will provide the products and services.** During the booking request process we will let you know when we estimate that we will be able to provide the products to you and, where we are carrying out service, you will be able to book a time.

- 7.2 **We are not responsible for delays outside our control.** If our supply of the products 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 any products you have paid for but not received.
- 7.3 **Collection by you.** If you have arranged to collect the vehicle from us once the services are complete, you can collect it from us at any time during our working hours which are set out on our website.
- 7.4 **If you are not at home when the product is delivered.** If you have arranged to have the product delivered and no one is available at your address to take delivery, we will contact you to inform you of how to collect the products from a local centre.
- 7.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot 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 and clause 10.2 will apply.
- 7.6 **If you do not allow us to provide services.** We will need to be able to work on your vehicle to perform the services, so you must arrange for your vehicle to be brought to our premises at the allotted time or allow us to collect it at the agreed time and location. If you do not, (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange an appointment with you we may end the contract and clause 10.2 will apply.]
- 7.7 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time you collect it or we deliver it to you.
- 7.8 **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.9 **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 products to you, for example, proof of your identity and that you own the vehicle, a full description of the vehicle, its registration number, model code and/or chassis number. If so, this will have been requested from you when you made the booking request. If it is not provided, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products and services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.10 **Reasons we may suspend the supply of products or services to you.** We may have to suspend the supply of a product to:
- 7.10.1 deal with technical problems or make minor technical changes;
 - 7.10.2 update the product and services to reflect changes in relevant laws and regulatory requirements;
 - 7.10.3 make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.11 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product and/or service, unless the problem is urgent or an emergency. If we have to suspend the product or service we will adjust the price so that you do not pay for products and services while those are suspended. You may contact us to end the contract for a product or service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.12 **We may keep or sell your vehicle if you do not pay.** We have a general and particular lien on your vehicle in our possession as security for payment of payments due from you to us. The price shall continue to accrue on your vehicle detained under lien and we may charge you for storing the vehicle. If you do not pay our invoice in full on its due date for payment, we may, without prejudice to our other rights and remedies, give notice in writing to you that we intend to sell or otherwise dispose of your vehicle in our possession if the amount outstanding is not paid in full within 6 calendar months. If the amount due is not paid by the expiry of such period, we may sell or otherwise dispose of your vehicle in our possession, as your agent and at your expense and risk, and we shall remit the proceeds of sale or disposal of your vehicle to you after deduction of all amounts due to us and the expenses incurred by us for the sale or disposal of the vehicle. We shall not be liable for the price obtained for the sale or disposal of the vehicle.
- 7.13 **We may also suspend supply of the products and services if you do not pay.** If you do not pay us for the products and services when you are supposed to (see clause 14.12) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products and services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products and services. We will not suspend the products and services where you dispute the unpaid invoice (see clause 14.15). We will not charge you for the products and services during the period for which they are suspended. As well as suspending the products and services we can also charge you interest on your overdue payments (see clause 14.14).
- 8 Your rights to end the contract**
- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
- 8.1.1 **If what you have bought is faulty or we have not carried out the services with reasonable care and skill you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 12 if you are a consumer and clause 13 if you are a business;
 - 8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do,** **see** clause 8.2;

- 8.1.3 **If you are a consumer and have just changed your mind about the product (being goods only), see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.4 below the contract will end immediately and we will refund you in full for any products or services which have not been provided and you may also be entitled to compensation. The reasons are:
- 8.2.1 we have told you about an error in the price or description of the product or service you have requested or had to make an adjustment to the price in accordance with clause 14.1 and you do not wish to proceed;
- 8.2.2 there is a risk that supply of the products or services may be significantly delayed because of events outside our control;
- 8.2.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
- 8.2.4 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you 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.
- 8.4 **Our guarantee.** We offer a 1 year guarantee on all parts sold by us from the date of sale and labour carried out on your vehicle from the date upon which the services were carried out. We will provide details to you of the guarantee during the booking request process. The guarantee is in addition to your legal rights (as described in clause 12 if you are a consumer and 13 if you are a business customer) and do not affect them.
- 8.5 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
- 8.5.1 services, once these have been completed, even if the cancellation period is still running; and
- 8.5.2 any products which become mixed inseparably with other items after their delivery. This includes spare parts that have been fitted to your vehicle or items such as oil or other fluids.
- 8.6 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have requested and how it is delivered.
- 8.6.1 **Have you bought services (for example, you have asked us to fit brake pads)?** If so, you have 14 days after the day we email you to confirm we accept your booking request. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 8.6.2 **Have you bought goods (for example, you have asked us to supply but not fit new brake pads)?** if so you have 14 days after the day you receive the goods, **unless** you have asked us to fit the goods to your vehicle in which case, these would be included in our service to you and clause 8.5.1 will apply.
- 9 **How to end the contract with us (including if you are a consumer who has changed their mind)**
- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by calling our team on 020 8860 1373 or emailing us at customerservices@jemca.co.uk. Please provide your name, home address, details of the booking request and, where available, your phone number and email address.
- 9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them (apart from where those have been fitted to your vehicle), you must return them to us in person to where you bought them or allow us to collect them from you. Please call the centre from which you purchased the product for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
- 9.3.1 if the products are faulty or misdescribed; or
- 9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.
- 9.4 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products by BACS. However, we may make deductions from the price, as described below.
- 9.5 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:
- 9.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop or garage. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.5.2 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

- 9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:
- 9.6.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- 9.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind
- 10 Our rights to end the contract**
- 10.1 **We may end the contract if you break it.** We may end the contract for products and services at any time by writing to you if:
- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, the information set out in clause 7.9; or
- 10.1.3 you do not, within a reasonable time, allow us access to the vehicle at our premises to supply the services.
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products 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.
- 11 If there is a problem with the product or services**
- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 020 8860 1373 or write to us at customerservices@jemca.co.uk or 146 Burnt Ash Lane, Bromley, Kent BR1 5TD. Alternatively, please speak to one of our staff in one of our centres. We will usually ask you to bring the affected vehicle to our premises so that we can investigate the problem.
- 12 Your rights in respect of defective products if you are a consumer**
- 12.1 If you are a consumer 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 products. 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.

If your product is **goods**, for example spare parts for your vehicle, 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:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

If your product is **services**, for example carrying out work on your vehicle, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 8.2.

- 13 Your rights in respect of defective products if you are a business**
- 13.1 If you are a business customer we warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), any products which are goods shall:
- 13.1.1 conform in all material respects with their description;
- 13.1.2 be free from material defects in design, material and workmanship;
- 13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 13.1.4 be fit for any purpose held out by us.
- 13.2 Subject to clause 13.3, if:
- 13.2.1 you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- 13.2.2 we are given a reasonable opportunity of examining such product; and
- 13.2.3 you return such product to us at our cost,
- we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:
- 13.3.1 you make any further use of such product after giving a notice in accordance with clause 13.2.1;
- 13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- 13.3.3 you alter or repair the product without our written consent; or
- 13.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.
- 13.5 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14 Price and payment

- 14.1 **Where to find the price for the products and services.** The price of the products and services (which includes VAT) will be the price indicated on the estimate when you placed your booking request. We take all reasonable care to ensure that the price of the product advised to you is correct. However the price is an estimate based on the labour and materials we foresee at the time of you placing your booking request. Should any additional work or materials be found necessary in the course of providing the services or subsequent testing, it will be necessary to make an extra charge. We will discuss this with you and, where this additional work involves a substantial increase in the amount estimated, a supplementary estimate will be submitted to you.
- 14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your booking request date and the date we supply the product or service, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3 **Estimate**
Unless specifically agreed in writing, all work is agreed on an estimate basis.
- 14.4 Estimates are effective only for 28 days after despatch. If instructions are not received from a Customer (in response to an estimate rendered) within 28 days from despatch of the estimate, the Company may charge rates from the date the vehicle was received until its collection. (Note: The Company does not as a general rule make any such charge for garaging pending instructions, if the repairs are ultimately carried out by the Company and duly paid for)
- 14.5 Unless specifically agreed in writing, time for completion of any work is not essential.
- 14.6 Any estimate is based on the costs of labour and materials relevant at this date and the Company reserves the right to alter the charges to meet any variations, whether due to increase in wages (controlled by national agreements), materials or increased cost from any other cause outside of the Company reasonable control.
- 14.7 Should any additional work or materials be found necessary in the course of these repairs or subsequent testing, it will be necessary to make an extra charge. Where this additional work involves a substantial increase in the amount estimated, a supplementary estimate will be submitted for acceptance.
- 14.8 If in the opinion of the Company it is impracticable for any reason to carry out any of the work it is instructed to carry out it shall be entitled to refrain from carrying out or completing such work (notwithstanding that an estimate may have been given therefore) and to carry out only such work as in the opinion of the Company may be practicable.
- 14.9 Variation of any kind in the estimate, or the scope of the repair, or the prices chargeable, or otherwise howsoever, shall be subject to all these conditions, and so that any such variations shall not be deemed to constitute or create a new or separate contract, and the original contract shall remain in force, but as so varied. No act of commission or omission by the Company in relation to any vehicle shall constitute a 'deviation from the contract', nor shall any such act dis-entitle the Company to the benefit of any of these Conditions.
- 14.10 **Paintwork**
Where new paintwork is required and the metal work is found to be rusted, every reasonable precaution will be taken to prevent this penetrating through after completion of painting, but no guarantee can be given in this respect. If partial paintwork only is required, every endeavour will be made to match the existing colour schemes, but no guarantee can be given of a perfect colour match.
- 14.11 **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 booking request so that, where the product's correct price at your booking request date is less than our stated price at your booking request date, we will charge the lower amount. If the product's correct price at your booking request date is higher than the price stated to you, we will contact you for your instructions before we accept your booking request. If we accept and process your booking request where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 14.12 **When you must pay and how you must pay.** Unless we agree with you otherwise, you must pay us immediately after we supply the products. We accept payment by card.
- 14.13 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.14 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of [4]% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 14.15 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 14.16 **Storage Charges**
If, following the completion of services the vehicle(s) is left at the Company's premises or the premises of the Company's agent, then the Company reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.
- 15 **Our responsibility for loss or damage suffered by you if you are a consumer**
- 15.1 **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
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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 products as summarised at clause 12.1 and, where fitted by us, correctly fitted; and for defective products under the Consumer Protection Act 1987
- 15.3 **When we are liable for damage to your vehicle.** If we are providing services to your vehicle, we will make good any damage to your vehicle caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your vehicle that we discover while providing the services.
- 15.4 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause .
- 16 Our responsibility for loss or damage suffered by you if you are a business**
- 16.1 Nothing in these terms shall limit or exclude our liability for:
- 16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 16.1.2 fraud or fraudulent misrepresentation;
- 16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 16.1.4 defective products under the Consumer Protection Act 1987; or
- 16.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3 Subject to clauses 13.4 and 16.1:
- 16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- 16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to [100]% of the total sums paid by you for products and services under this contract].
- 17 How we may use your personal information**
- 17.1 **How we will use your personal information.** We will only use your personal information as set out in our privacy policy, a copy of which can be found on our website.
- 18 Other important terms**
- 18.1 **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 the contract 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.
- 18.2 **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 that, if you are a business customer, your employees may be able to make a booking request with us directly. 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.
- 18.3 **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.
- 18.4 **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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.5 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the 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.
- 18.6 **Alternative dispute resolution if you are a consumer.** 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 a consumer and 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
- 18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.
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