

## **Terms and Conditions for Online Reservations for Used Cars**

These terms and conditions set out the terms that govern the online reservation of your chosen used car. An online reservation is a reservation request between you (hereinafter referred to as “You”) and Cogan’s Garage Ltd a company registered in Ireland with 53854 and operating at Cork Road, Carrigaline, Cork P43 WK49 (hereinafter referred to as “We” or “Us”). Please read these terms carefully before you submit your online reservation request.

### **Online Reservation for your chosen used car vehicle**

1. An Online Reservation request can be made on <https://www.cogans.ie> (the “Website”).
2. Online Reservations for used vehicles are open to the public via the Website, are subject to availability and are open to Irish residents aged 18 or over only.
3. You can make an online reservation request for your chosen vehicle by clicking on the ‘Reserve Now’ button on the ‘vehicle details’ page on the Website and paying a reservation fee in accordance with these terms and conditions (an “online reservation”).
4. Online reservations are on a ‘first come first served’ basis. Once a vehicle is reserved online the online reservation function, which can be accessed through the Reserve Now button, will no longer appear, and a “Reserved” banner will be shown instead. If a vehicle you are interested in has a “Reserved” banner, You may still make an enquiry about it and We will contact you if a similar vehicle becomes available.
5. Once You have placed your online reservation request on the Website and paid the required reservation fee, the vehicle will be reserved for up to 2 days unless cancelled in accordance with paragraph 12.
6. When the payment of your reservation fee has been processed, We will contact you to confirm the reservation of your chosen used car, and if requested, arrange an appointment to view and/or test drive the vehicle.
7. Your online reservation is not transferable or assignable. If We are unable to accept your Online Reservation for any reason, We will inform You of this and will not be liable to You or anyone else in those circumstances.
8. By placing an Online Reservation on the Website, You are stating your intention to purchase the chosen vehicle. Making an Online Reservation and acceptance by Us of your online reservation does not:
  - (a) constitute an agreement by Us to sell or supply a vehicle, or accept You for any finance product or service; or
  - (b) give You any guarantee or commitment as to vehicle availability or delivery.

### **Payment of the Reservation Fee**

9. A fully refundable reservation fee of €99 (the "Reservation Fee") is payable to secure a reservation of your chosen used car. We will confirm your Online Reservation upon receipt of cleared funds. If payment of the Reservation Fee is not made, your Online Reservation will automatically lapse.
10. Your debit or credit card payment (or other approved method of payment) of the Reservation Fee will be processed by our third-party secure payment portal Stripe, and your Reservation Fee will be received and held by Us. You confirm that You are authorised to use the payment method that You provided to make the payment for the Reservation Fee and You accept that We, and/or your card issuer, may carry out security checks to confirm that this is the case.
11. Upon receipt of your Reservation Fee, We will confirm your Online Reservation in line with clause 10 above, which will reserve your chosen vehicle for up to a maximum of 2 days, unless extended by mutual agreement.

### **Cancellation of your Online Reservation**

12. You can cancel your online reservation at any time prior to the purchase of the vehicle via email to us. Once You have cancelled your online reservation, the vehicle will be released, and the vehicle will no longer be reserved for you.
13. If You cancel your online reservation, We will return your Reservation Fee. The refund will be made to the same debit or credit card payment (or other approved method of payment) that You used to make the payment, and such refund will be made within 14 days of the date that You cancel your Online Reservation on the Website. We accept no liability in the event that your Reservation Fee is refunded to your debit or credit card and that card has been cancelled, has expired or has otherwise changed.

### **Finalising your purchase**

14. Payment of the Reservation Fee does not guarantee your vehicle. You must finalise your purchase by signing a Society of Irish Motor Industry (SIMI) standard contract to purchase the car and pay the remaining balance.
15. You will need to finalise the purchase of your reserved vehicle within 2 days of placing the online reservation, otherwise your online reservation may lapse, and your reserved vehicle will be released in accordance with paragraph 12.
16. The Reservation Fee will be returned to You in full if You cancel your online reservation (see paragraphs 12 and 13).

### **Release of the reserved vehicle**

17. Once You have placed your online reservation, We shall make all reasonable attempts to contact You using the details You provided. If You do not, within 2 days of placing the Online Reservation, provide us with the information that is necessary to progress your

reservation, We reserve the right to cancel your Online Reservation. The vehicle will be released, and We will return your Reservation Fee to You in accordance with paragraph 15.

18. If You decide to cancel your Online Reservation in accordance with paragraph 12, the vehicle will be released, and We will return your Reservation Fee to You in accordance with paragraph 13.

#### **Price and our vehicles**

19. When You place your Online Reservation, You will have been provided with information about the price of your chosen used vehicle. If, through the course of the Online Reservation of your vehicle, You add certain optional features to your selected vehicle, the price of such optional features shall be added to the vehicle price.
20. All prices shown on the Website are the retail prices only and the final price offered to You by us may differ depending on, for example whether you wish to trade in a vehicle and use the value of the trade-in towards the purchase price.
21. Although We have made every effort to display the sizes, specifications and colours of our vehicles, accessories and trim accurately, We cannot guarantee that your device will display the sizes or colours accurately to reflect the actual size or colour of the vehicles.

#### **Data protection**

22. We and Toyota (Including Toyota Ireland, Toyota Motor Europe and Toyota Financial Services) will collect personal information from You for the purpose of completing the Online Reservation and the purchase of your chosen car.
23. Such personal information will only be shared with third parties in connection with the reservation and purchase of your chosen car, including but not limited to Stripe for the purposes of processing your payment. For further details on how We use personal information and your rights, please see our Privacy Policy at: [https:// www.cogans.ie /pages/privacy-policy](https://www.cogans.ie/pages/privacy-policy).

#### **Liability**

24. Toyota is not a party to the Online Reservation or subsequent purchase of your chosen used car, and does not accept any liability in relation thereto.
25. We shall not be liable, whether in contract, tort, or otherwise, arising under or in connection with this agreement for any indirect or consequential loss.

#### **Governing law and jurisdiction**

26. This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of Ireland.

27. Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

#### **General**

28. Each of the paragraphs of these terms operates separately. If any court or relevant authority decided that any of them are unlawful, the remaining paragraphs will remain in full force.
29. We reserve the right to amend these terms and conditions at any time. If We do this, We will publish the updated terms and conditions on the Website.
30. These terms and conditions can be downloaded for your reference by clicking [here](#).
31. Toyota (Including Toyota Ireland, Toyota Motor Europe and Toyota Financial Services) is not a party to this agreement and shall not incur any liability in relation thereto.

#### **Acceptance of these terms and conditions**

32. By clicking the “I accept these terms and conditions” box, You agree to accept and be bound by these terms and conditions.