

Marshall Reserve Online – Terms and Conditions

Nothing in these terms and conditions take away or are intended to take away from Your statutory rights. In the event of any conflict Your statutory rights will prevail.

1. Definitions

- 1.1 **Business Days** means any day (not being a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of general sterling banking business.
- 1.2 **Vehicle** means a used vehicle that is advertised for sale on our Website.
- 1.3 **we, us or our** means the relevant subsidiary undertaking of Marshall Motor Holdings plc that is selling a Vehicle.
- 1.4 **Website** means www.marshall.co.uk.
- 1.5 **You** are the customer who is enquiring about reserving a Vehicle using the Marshall Reserve Online facility and **Your** shall be construed accordingly.

2. Reservation Requests

- 2.1 These terms and conditions govern the use of the Marshall Reserve Online facility which enables customers to request to reserve a Vehicle by paying a reservation fee of £99 (the "**Reservation Fee**") to us. You are not committing to purchase the Vehicle by requesting it to be reserved and the Reservation Fee is not a deposit.
- 2.2 If You choose to request to reserve a Vehicle by paying a Reservation Fee, You will be asked to enter Your personal details, address and payment card information. When You click on "submit payment now", the amount of the Reservation Fee will be debited from Your payment card.

3. Reservation Process

- 3.1 After paying a Reservation Fee, You will receive an email from us that acknowledges receipt. Please note that this does not mean that Your reservation request has been accepted. All reservations are subject to acceptance by us, as we need to check that the Vehicle has not already been sold to or reserved by someone else (as well as being advertised for sale on our website, vehicles are also advertised for sale on third party websites and at our physical locations). We will confirm our acceptance of Your reservation request by sending You a confirmation email (the "**Reservation Confirmation**").
- 3.2 Effective from the time that we have sent You a Reservation Confirmation, the Vehicle will be reserved for 48 hours (please note that our dealerships are open 7 days a week, so this period includes weekends and public holidays that we are open) for You. We will be in contact with You to discuss the next steps required for You to view the Vehicle at the dealership it is located at and, if You decide to do so, to complete Your purchase of the Vehicle. If You do not engage in these discussions with us in good faith, then we reserve the right to refund the Reservation Fee to You and unreserve the Vehicle without any prior notice to You.
- 3.3 If, once we have sent You a Reservation Confirmation, You ask for the Vehicle to be moved to one of our different dealerships then a transportation cost may be payable by You. We will advise You of any such additional costs in writing and will require You to pay such costs before the Vehicle is moved. Please discuss Your requirements directly with a member of our sales team. Any such transportation costs are payable in addition to the Reservation Fee and are non-refundable.
- 3.4 If we are unable to send You a Reservation Confirmation (for example, if the Vehicle is unavailable to view or has already been reserved by or sold to someone else) then we will fully refund the Reservation

Fee to the same payment card that You used to pay it as soon as reasonably practicable and we will, where possible to do so, assist You to find an alternative vehicle.

- 3.5 You can request a refund of the Reservation Fee at any time by contacting a relevant member of our sales team. The Reservation Fee will be refunded in full to the same payment card that You used to pay it, usually within 5-10 Business Days. If You decide to purchase the Vehicle that You have reserved then the Vehicle will be sold at the price for which it was advertised at the point you reserved it and the Reservation Fee will be deducted from the final price for the Vehicle.

4. General

- 4.1 Payments are processed by a secured verified payment provider (Stripe) which utilises encrypted software to protect Your card payment details. We do not store any of Your card details. When You enter Your debit or credit card information You warrant that You have appropriate authority to use the payment card details which You enter. By entering Your debit or credit card information, You agree to use of that information by Stripe for the purpose of paying the amount due and processing Your payment.
- 4.2 All express warranties, representations, conditions of any kind or other terms implied by statute or common law with respect to use of the Marshall Reserve Online facility are hereby expressly excluded to the fullest extent permitted by law.
- 4.3 We shall not be liable in any circumstances for any direct or indirect, special or consequential loss or damage (whether for profit or loss or otherwise) costs, claims, expenses or other claims for compensation what so ever, whether caused by the acts, omissions or the negligence of us, our employees or agents, which arise out of or in connection with the use of the Marshall Reserve Online facility (including as a result of the acts, omissions or negligence of Stripe), except in respect of death or personal injury caused by our, our employees' or our agents' proven negligence.
- 4.4 These terms should be read in conjunction with our website terms of use terms and in conjunction with Stripe's terms of use. Stripe's terms of use shall take precedence over all other applicable terms in respect of disputes arising out of or in connection with the payment of the Reservation Fee and the refund of the Reservation Fee (if applicable).
- 4.5 If any provisions of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining provisions of these terms and conditions shall not be affected. As far as it is possible to do so, any clause that is in whole or in party invalid or unenforceable shall be interpreted with the minimum possible amendment so that the clause or part thereof is found to be valid and/or enforceable and gives effect as far as possible to the previously expressed intention of the clause.
- 4.6 If You have a complaint then please in the first instance contact a relevant member of our sales team. Otherwise You can contact us by following our complaints procedure at www.marshall.co.uk/about-us/complaints-procedure/.
- 4.7 These terms and conditions will be governed by English law. This means that any matter or dispute arising out of or in connection with these terms and conditions (including non-contractual disputes or claims) will be governed by English law. You agree that the English courts will have exclusive jurisdiction to settle any matter or dispute arising out of or in connection with these terms and conditions.