February 2025

LEXUS HOMECHARGE OFFER

TERMS AND CONDITIONS

1. The Promoter

1.1 The promoter is: Toyota (G.B) PLC, (trading as Lexus UK) registered under company number 00916634 at Great Burgh, Burgh Heath, Epsom, KT18 5UX).

2. The promotion

- 2.1 The Promoter will be offering eligible customers £795 ("the Contribution") towards the purchase of a Lexus HomeCharge residential charge point with Standard Installation upon purchase of an Eligible Vehicle subject to these terms and conditions. The sum shall apply as a discount on the total retail price of a Lexus HomeCharge residential charge point with Standard Installation (£1,190) reducing the price to £395 inclusive of VAT.
- 2.2 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.
- 2.3 The promotion is subject to availability and has been assessed by the Promoter to currently run between 8th January 2025 31st March 2025 inclusive (together "**the Promotion Period**").
- 2.4 During the course of the Promotion Period, the Promoter shall conduct a commercial review of the feasibility of a potentially similar offer to run after the Promotion Period. Any future offer and associated dates will be advertised in the same way as this promotion.

3. How to claim

- 3.1 To be eligible, you must order an Eligible Vehicle during the Promotion Period and complete purchase and register the Eligible Vehicle by **30th June 2025**. The Eligible Vehicle must be purchased at an Authorised Lexus Retailer in the UK ("Authorised Lexus Retailer").
- 3.2 Eligible Vehicles means the following new Lexus vehicles:
 - (a) RZ;
 - (b) UXe;
 - (c) NX Plug in; and
 - (d) RX Plug in

- 3.3 The Contribution applies only towards the supply and Standard Installation of a 7kw single phase Lexus HomeCharge residential charge point ("HomeCharge")
- 3.4 Standard Installation shall be as defined under the British Gas terms and conditions for installation (https://www.hivehome.com/terms)
- 3.5 Standard Installation is carried out in accordance with BS7671 18th edition wiring regulations, IET Code of Practice for Electric Vehicle Charging Equipment Installation 2nd.

3.6 To participate:

- (a) You must notify the Authorised Lexus Retailer of your wish to claim the promotion at the time of placing your order for the Eligible Vehicle.
- (b) The Authorised Lexus Retailer will then support you in ordering and applying the Contribution towards the HomeCharge and Standard Installation from British Gas through completion of the British Gas Homecharge application form on the British Gas Dealer referral portal.

3.7 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.
- 3.8 This promotion is limited to one Contribution for each Eligible Vehicle. You may purchase more than one Eligible Vehicle within the Promotion Period in which case the Contribution will apply to each Eligible Vehicle individually (for example: purchase of two new Lexus RZ's in accordance with these terms will entitle the participant to two HomeCharges with Standard Installation for each at the combined price of £790).
- 3.9 By participating in this promotion, you are agreeing to be bound by these terms and conditions.

4. Eligibility

- 4.1 Subject to any other provisions of these terms and conditions, this promotion is only available to private retail customers. Participants must be a mainland UK resident aged 18 years or over.
- 4.2 This 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
- 4.3 In participating in this promotion, you confirm that you are eligible to do so and eligible to claim the promotion.
- 4.4 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.
- 4.5 If you are not eligible for Standard Installation, additional charges may apply
- 4.6 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 the customer.
- 4.7 Except as otherwise set out in these terms and conditions, the promotion 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.
- 4.8 In the event you choose to cancel your purchase of an Eligible Vehicle, the promotion will be forfeited and no refund or other sum in lieu will be given. If the HomeCharge has already been installed at the time of cancellation, the Promoter shall be entitled, at its sole discretion, to levy a charge at the equivalent cost of the Contribution.

5. Limitation of liability

5.1 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.

- 5.2 It is your responsibility to ensure all required third party permissions are sought in relation to the installation of the residential charge point in accordance with this promotion. British Gas may request proof of such consents prior to providing their services.
- 5.3 The Promoter will not be liable for any costs resulting from the use of the residential charge point, including but not limited to the maintenance and repair of the residential charge point and associated running costs.
- 5.4 Upon the supply of the residential charge point and its installation in accordance with this promotion, the Promoter shall be deemed to have fully discharged all of its obligations arising, pursuant to these terms and conditions, and you are referred to British Gas for all matters arising thereafter.

6. Data protection and publicity

6.1 The Promoter will only process your personal information as set out in the <u>Lexus</u> <u>UK Privacy Notice</u> 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. General

- 7.1 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.
- 7.2 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. No correspondence will be entered into.
- 7.3 No third party can enforce these terms and conditions
- 7.4 In the event of a conflict between these terms and any other terms or instructions related to this promotion, these terms and conditions take precedence.
- 7.5 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.
- 7.6 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

