



## CARNEXT BY LEASEPLAN

### USED CAR PURCHASE TERMS AND CONDITIONS

These Terms and Conditions set out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities; and
- certain key information required by law.

**If You buy or reserve a Used Car displayed on Our Website or at one of our Retail Sites, You agree to be legally bound by these Terms and Conditions.**

If You don't understand any of these Terms and Conditions and want to talk to Us about them, please contact Us:

- in person at our CarNext Retail Site at: Northfield Drive, Northfield, Milton Keynes, MK15 0EB
- by email to [carnextuk@leaseplan.com](mailto:carnextuk@leaseplan.com); or
- by telephone on 0345 230 0055. We may record calls for quality and training purposes.

Our opening hours are: Monday to Friday: 10 a.m. to 6 p.m., Saturday: 9 a.m. to 6 p.m., and Sunday 10 a.m. to 4 p.m.

#### **Who are we?**

*CarNext is a trading name of LeasePlan UK Limited registered in England under company number: 01397939.*

*Our registered office is at: 165 Bath Road, Slough, Berkshire, SL1 4AA.*

*Our VAT number is: 442558739.*

#### **1. DEFINITIONS**

1.1 In these Terms and Conditions the following words and expressions shall have the following meanings:

**"We", "Us", "Our" "CarNext" and "LeasePlan"** shall refer to LeasePlan UK Limited whose registered number is 01397939 and registered office is, 165 Bath Road, Slough, Berkshire, SL1 4AA.

**"You" and "Your"** shall refer to You personally, being the customer or prospective customer desiring to reserve and buy Used Cars from Us and this includes any user of the Website.

**"Online"** means Your purchase of a Used Car by a sale contract which is concluded without any face-to-face contact between You and Us at Our Retail Site, including but not limited to purchases concluded through the Website or by email.

**"Payment Method"** is by bank transfer only for Balance Payments. Credit card and debit card payments will be accepted for deposits only for sales at our Retail Site. Cash payments are not accepted.

**"Personal Data"** Your personal data as defined in the General Data Protection Regulation (EU) 2016/679.

**"Privacy Statement"** the privacy statement set out at <https://www.leaseplan.co.uk/page/privacy-statement> which forms part of this Contract.

**"Retail Site"** is the Car Next retail site at: Northfield Drive, Northfield, Milton Keynes, MK15 0EB) or any other CarNext retail site.

**"Terms and Conditions"** these CarNext by LeasePlan Used Car Purchase Terms and Conditions together with the Terms of Use and Privacy Statement.

**"Terms of Use"** the LeasePlan Website terms of use set out at <https://www.leaseplan.co.uk/page/legal-terms-and-conditions> which form part of these Terms and Conditions.

**"Used Cars"** are the vehicles which are available for sale from CarNext together with any ancillary products or services.

**"Used Car Description"** is the description of the Used Cars including but not limited to the price; make; model;

mileage; any manufacturer fitted feature; engine; colour; wheel size; upholstery; equipment or other feature, shown on the Website or at the Retail Site.

"Website" is the website owned and operated by LeasePlan located at <https://www.carnext.com> plus any related URLs owned and operated by LeasePlan which enable the provision of details of Used Cars available for sale by CarNext either through the Website or at our Retail Site.

- 1.2 Headings in these Terms and Conditions are only for convenience and shall not affect its construction.
- 1.3 These Terms and Conditions are only available in English. No other languages will apply to these Terms and Conditions.

## 2. INFORMATION WE GIVE YOU

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that We must give You certain key information before a legally binding contract between You and Us is made. This key information is set out in these Terms and Conditions which will also be supplied to You in person at our Retail Site or as a pdf attachment to the Request for Information Email detailed at clause 4.3.
- 2.2 If We have to change any key information once a legally binding contract between You and Us is made, We can only do this if You agree to it.

## 3. SEARCHING FOR A USED CAR

### 3.1 Used Car Website Searches

- 3.1.1 You agree to the Terms of Use and any further terms of use of the Website set out in these Terms and Conditions.
- 3.1.2 You can view the Used Car Descriptions for the Used Cars that are available for sale from CarNext using the "Show Used Cars" search facility on the Website. CarNext accepts no responsibility for the availability and/or non-availability of any Used Car viewed on the Website.
- 3.1.3 If You would like to buy or enquire about a Used Car You have seen on the Website then please contact CarNext by completing Our online "Buy This Car" or "Ask A Question" forms, by visiting our Retail Site, by telephone or by e-mail.

### 3.2 Pricing & Used Car Descriptions

- 3.2.1 The Used Car Descriptions are for information only and do not constitute an offer by CarNext to sell, supply or deliver any Used Car to You. The Used Car Descriptions are for general information and are not intended to address Your particular requirements, You should not rely on the Used Car Descriptions in making any specific decisions.
- 3.2.2 All Used Cars shown on the Website or at the Retail Site or on other advertising media are ex-business (ex-lease/fleet) vehicles and may have had multiple drivers.

3.2.3 All fuel economy figures are in accordance with Directive 93/116/EC. They have been calculated using the same test cycle as used for official exhaust emission classification. They cannot be compared with the previous steady speed/urban figures and are more representative of actual on-road fuel consumption. Under normal use the vehicles actual fuel consumption figures may differ from those achieved through the test procedure, depending on driving technique, road and traffic conditions, environmental factors, and vehicle condition.

3.2.4 Any references to the speed or performance of the Used Car should not be taken as an encouragement to drive irresponsibly, dangerously or at speeds in excess of national limits or to breach the rules of the Highway Code. Any references to accessories fitted to the Used Car should not be taken as an encouragement to act anti-socially or to encourage unsafe driving.

3.2.5 We make every effort to ensure that the prices and figures shown on the Website and at our Retail Sites and on other advertising media are accurate, however, errors may occur and We may change prices without notice. We will inform You as soon as reasonably possible if there is an error in the price of the Used Car that You have reserved or ordered. You may then either (a) re-confirm Your order at the correct price or (b) cancel Your order. If You decide to cancel Your order after We have informed You of a pricing change, We will give You a full refund of any monies you have paid as soon as reasonably possible (and in any event within fourteen (14) days of cancellation).

3.2.6 We make every effort to ensure the accuracy of the information contained in the Website, Used Car Descriptions and other advertising media however, errors may occur. You should not regard the Used Car Descriptions, the Website and other media as a definitive guide to the Used Cars. CarNext are not agents of any manufacturer and cannot enforce any manufacturer's express or implied warranty or representation.

## 4. USED CAR PURCHASE TERMS

### 4.1 Acceptance of Terms

4.1.1 By entering in to a contract with Us to buy a Used Car, You agree to be bound by these Terms and Conditions and by Our Terms of Use and Privacy Statement which are incorporated herein by reference. These Terms and Conditions are a legally binding agreement between You and Us.

4.1.2 If You are under the age of 18 You may not buy any Used Cars from Us.

### 4.2 Personal Data

4.2.1 Your request to receive further information about a particular Used Car and/or Your request to buy a Used Car will require You

to submit Your Personal Data to Us either in person at our Retail Site, online through the Website, by email, or over the phone.

4.2.2 The Personal Data You submit to Us will only be used in accordance with the Privacy Statement.

4.2.3 In accordance with the Privacy Statement, Your Personal Data will be (i) used by CarNext and Our suppliers, including for the avoidance of doubt purposes relating to Your purchase of the Used Car and (ii) used by CarNext for marketing and research purposes and may be disclosed to and used by LeasePlan group companies and other organisations for marketing and research purposes where You have signified that You consent to such use when You submit Your Personal Data.

4.2.4 If You do not wish to receive any further marketing information or wish to update or correct any inaccuracies in Your Personal Data please contact Us.

4.2.5 In the absence of negligence on Our part, We will not be responsible for any loss that You may suffer if a third party gains unauthorised access to any Personal Data that You give Us.

#### 4.3 Orders

4.3.1 In order to buy a Used Car, You must contact CarNext by visiting our Retail Site or submitting Your contact details to request a call-back from CarNext by completing and submitting the "Buy This Car Online" or "Ask A Question" form on the Website or by contacting Us by telephone at 0345 230 0055 or by email at [carnextuk@leaseplan.com](mailto:carnextuk@leaseplan.com).

4.3.2 After We have contacted You by telephone or in person at our Retail Site, and you have confirmed your intention to purchase the Used Car, We will request copies of Your Identity Documents (if You are ordering Online this will be the Request for Information Email).

4.3.3 If You are ordering Online and you have confirmed Your intention to purchase a Used Car by telephone, We will remove the Used Car from sale and assign that Used Car a "reserved" status for a maximum period of 48 hours to give You time to submit copies of Your Identity Documents to Us by email.

4.3.4 You will receive a copy of these Terms and Conditions either at our Retail Site or as a pdf attachment to the Request for Information Email which You must read in full and accept before You submit Your Identity Documents to Us.

4.3.5 You must provide Us with proof of Your identity and proof of Your address. Acceptable identity documents are:

(i) either Your passport or Your driving licence;

AND

(ii) either a bank statement registered to You or a utility bill registered to You showing Your residential address which is less than three months old.

(Identity Documents)

4.3.6 Bank transfers for payments must be made from a bank account registered in the name of the person identified in the Identity Documents. Debit cards and credit cards used to make a deposit payment must be from a card registered in the name of the person identified in the Identity Documents.

4.3.7 By submitting your Identity Documents to Us, You confirm acceptance by You of these Terms and Conditions and you agree that We may use the information contained in the Identity Documents to verify your identity and, where you are purchasing more than one Used Car in any one year period, to carry out due diligence screening including but not limited to global sanctions screening, politically exposed persons screening, finance-related enforcements screening and finance-related adverse media screening using a recognised third party sanction/AML screening solution tool (such as Lexis Nexis).

4.3.8 We may contact You to say that We do not accept Your order. This is typically for the following reasons:

- (a) the Used Car is unavailable;
- (b) You are not allowed to buy the Used Car from Us;
- (c) We are not allowed to sell the Used Car to You;
- (d) You have ordered too many Used Cars; or
- (e) there has been a mistake on the pricing or description of the Used Car.

#### 4.4 Deposits for Purchases at Our Retail Site

4.4.1 The payment of a deposit to secure the reservation of a Used Car is only available for purchases at our Retail Site. If You pay a deposit for a Used Car at our Retail Site, We will remove that Used Car from sale and assign that Used Car a "reserved" status for a maximum of seven days. The amount of the deposit required will be up to £500 and can be paid using a credit card, debit card or bank transfer to the bank account detailed in clause 4.5.2 below. Cash payments are not accepted.

4.4.2 We will do all that We reasonably can to ensure that the payment information You give Us when paying the deposit by debit card or credit card is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on Our part, We will not be responsible for any loss that You may suffer if a third party gains unauthorised access to any payment information that You give Us.

- 4.4.3 By paying the deposit amount to Us, You confirm acceptance by You of these Terms and Conditions.

#### 4.5 Payment

- 4.5.1 The balance of the purchase price is to be paid by You to CarNext by bank transfer prior to delivery or collection of the Used Car (Balance Payment). Credit cards, debit cards and cash payments are not accepted for Balance Payments.

- 4.5.2 We will acknowledge Your Order and request the Balance Payment from You (if You are ordering Online this will be in the Order Acknowledgement Email). Balance Payments must be made by bank transfer to the following bank account:

Lloyds Bank PLC  
 Account Name: LeasePlan UK Ltd Retail  
 Account Number: 16810360  
 Sort Code: 30-80-12

- 4.5.3 If You are ordering Online, please read the Order Acknowledgement Email carefully and check Your order before submitting the Payment. However, if You need to correct any errors in Your order You can do so by contacting Us by email or by telephone at 0345 230 0055.

- 4.5.4 The Balance Payment must be made from a bank account registered in the name of the person identified in the Identity Documents.

- 4.5.5 You will also receive a sale contract (if you are ordering Online this will be attached to the Order Acknowledgement Email) which incorporates these Terms and Conditions which You must sign and return to Us.

- 4.5.6 If You are ordering Online, You have an obligation to pay the Balance Payment within 7 calendar days of receiving the Order Acknowledgement Email. Failure to do so will result in Us acting in good faith in assuming that Your intention is to cancel Your order. As a result, the Used Car will be removed from "reserved" status and placed back on sale. We will acknowledge receipt of your Balance Payment by email or by telephone as soon as possible.

- 4.5.7 We will only accept Your order when We have received both Your Balance Payment and the signed sale contract from You. We will then confirm Your order is accepted (if You are ordering Online this will be the Order Acceptance Email). At this point:

- (a) a legally binding contract will be in place between You and Us; and
- (b) We will notify You that We will contact You to arrange a delivery (for Online orders) or collection (for orders at our Retail Site) for the Used Car.

#### 4.6 CarNext Warranty

- 4.6.1 A standard twelve (12) month "CarNext Warranty" shall be provided for the Used Car You purchase from CarNext which shall start on either the date you purchase the Used Car or the date the Used Car's manufacturer warranty expires, whichever is the later. If you are purchasing a Used Car at our Retail Site we will provide you with a copy of the warranty terms and conditions. If you are ordering Online, a copy of the CarNext Warranty terms and conditions will be provided in the Deposit Acknowledgement Email.

- 4.6.2 This warranty may be extended by an additional 12 months for £249 providing a combined total of 24 months cover. Alternatively, an additional 24 months providing a combined total of 36 months cover for £499. Extended warranties are only available on vehicles under 5 years old and under 100,000 miles at the time the extended warranty is purchased and are subject to separate terms and conditions.

#### 4.7 Insurance and Road Fund Tax

- 4.7.1 It is Your responsibility to ensure that You have insured the Used Car You are buying and that You have paid the relevant road fund tax applicable for the Used Car prior to delivery. As part of the sale contract, You will confirm that You understand that the Used Car will not be insured or taxed by CarNext on delivery to You and that You take full responsibility for taxing and insuring the Used Car prior to or from the time of delivery. For the avoidance of doubt We do not permit You to drive any Used Car without insurance.

- 4.7.2 Notwithstanding clause 4.7.1 above, if You are taking delivery of a Used Car at our Retail Site We will not release the Used Car to you until You have provided Us with a copy of Your valid insurance certificate or cover note for the Used Car.

#### 4.8 Delivery

- 4.8.1 Delivery of the Used Car is to be taken within 7 days of notification to You that the Used Car is ready for delivery. If You purchase a Used Car Online, delivery will be at the delivery address requested by You. If You purchase at Used Car at Our Retail Site, delivery will be at Our Retail Site.

- 4.8.2 For Online orders, the purchase price You pay for the Used Car is inclusive of delivery charges to mainland United Kingdom. We may arrange delivery for You of a Used Car purchased at Our Retail Site and this may incur an additional delivery cost.

- 4.8.3 We do not make deliveries to any address outside of the mainland United Kingdom. Proof of address and proof of identity which match the Identity Documents will be required at the point of delivery, We will not deliver the Used Car if We cannot identify You as the purchaser.

- 4.8.4 The Used Car shall remain in Our beneficial ownership until full payment for the Used Car has been received by Us, a sale contract signed by You has been received by Us, and proof of address and identity has been accepted by Us. The risk in the Used Car, shall pass to You upon delivery.
- 4.8.5 Where we have agreed to deliver the Used Car to You, We will use every reasonable effort to deliver the Used Car on Your desired delivery date or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause whatsoever. Time for delivery shall not be of the essence and You shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.
- 4.8.6 We may drive the Used Car from Our depot or Retail Site to the agreed delivery destination and consequently the mileage of the Used Car will increase accordingly.
- 4.8.7 If You fail to accept delivery of the Used Car within 7 days of notification that the Used Car is available for delivery, We shall be entitled to treat the contract as repudiated by You. We shall then be entitled to dispose of the Used Car and reserve the right to offset and recover from You, by way of damages, any loss or expense including storage and depreciation costs which We may suffer or incur as a result of Your default.
- 4.8.8 We reserve the right to charge You a Missed Delivery Charge of £150 per instance to compensate Us for costs incurred for a failure by You to take delivery on an agreed delivery date that was previously confirmed in writing (including email). Subject to clause 4.8.7, Missed Delivery Charges will be waived should You provide in writing a minimum of 24 hours' notice of Your inability to take delivery on the agreed delivery date.

#### 4.9 14 Day Cancellation

In accordance with Your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, You have the right to cancel the Online purchase of the Used Car within fourteen (14) days of delivery. We also offer a fourteen (14) day cancellation right for all Used Cars purchased at Our Retail Site. You do not need to give Us any reason for cancelling Your purchase. This right to cancel does not affect any of Your statutory rights. The cancellation period starts the day after the day the Used Car is delivered to You and finishes 14 days after this date. Any refund will be returned to the credit card, debit card or bank account used for deposit payments and to the bank account that the Balance Payment was received from within 14 days of collection of the returned Used Car. Your notice to cancel should be provided by email to [carnextuk@leaseplan.com](mailto:carnextuk@leaseplan.com) clearly stating that You wish to cancel this contract for the supply of the Used Car. You can use the model cancellation form set out in the box below, but it is not obligatory:

*Cancellation Form*  
 To CarNext, Northfield Drive, Northfield, Milton Keynes, MK15 0EB  
 ([carnextuk@leaseplan.com](mailto:carnextuk@leaseplan.com)):  
 I hereby give notice that I cancel my contract of sale of the following Used Car [Vehicle registration number],  
 Ordered on [\*/received on [\*/],  
 Name of consumer(s),  
 Address of consumer(s),  
 Signature of consumer(s) (only if this form is notified on paper),  
 Date  
 [\*/ Delete as appropriate

Your right to cancel is subject to the following conditions:

- (a) You must return the Used Car to Us in the condition it was in at the time of delivery to You. We will collect the Used Car from an address provided by You. We will inspect the Used Car at the time of return (this will be at the time of collection of the Used Car by Us) and We reserve the right, entirely at Our discretion, to charge You any amounts required to return the Used Car to the condition it was in at the time of delivery including, without limitation, a usage charge relating to the mileage that the Used Car has been driven under Your ownership where such mileage is in excess of 100 miles.
- (b) All documentation provided with the Used Car at time of delivery must be returned at the same time as the Used Car. We reserve the right to deduct any costs incurred by Us to replace non-returned documentation from the amount refunded to You.
- (c) We will agree a location, date and time for collection of the Used Car with You in writing which will be no more than 14 days from the notification by You of the cancellation. If You fail to return the Used Car at the agreed time, We reserve the right to deduct a Missed Delivery Charge from the amount refunded to You in accordance with clause 4.8.8.
- (d) You are responsible for ensuring the Used Car is insured and that any applicable Road Fund Tax is paid for the Used Car in accordance with clause 4.7 up to the time the Used Car is collected by Us.
- (e) You must be a consumer customer. Trade customers do not qualify for the refund offered under this clause 4.9.

#### 5. How to make a Complaint

Please tell us about Your complaint as soon as You can and provide Us with Your contact details, Used Car registration number and any information to help Us understand the issue, by emailing [carnextuk@leaseplan.com](mailto:carnextuk@leaseplan.com). If you would like to speak to CarNext directly, please call 0345 230 0055.

**6. Limitation of Liability**

CarNext will not have any liability for any of the following losses: loss of profits or revenues; loss of contract or business opportunities; loss of goodwill; loss of data, loss of income; increased costs or expenses; or any indirect, special or consequential loss or damage that may arise by reason of any breach of these Terms and Conditions or breach of any implied warranty, condition or other term, any representation or any duty of any kind imposed on CarNext by operation of law, except as expressly provided in these Terms and Conditions. Nothing in this clause is intended to exclude or limit CarNext's liability for death or personal injury caused by its negligence or that of its employees, agents or subcontractors; or fraud or fraudulent misrepresentation by it or its employees or any other liability that cannot be excluded or limited by law. The entire liability of Car Next under or in connection with this contract shall not exceed the price of the Used Car, except as expressly provided in these Terms and Conditions.

**7. Statutory Rights**

**Nothing in these Terms and Conditions affects Your legal rights under the Consumer Rights Act 2015 or Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, You may also have other rights in law.**

**8. Assignment**

The contract is personal to You and You may not without the prior written consent of CarNext assign or dispose of it. CarNext shall be entitled at any time to assign the contract in whole or in part.

**9. Force Majeure**

CarNext shall not be liable for any delay in or failure to perform its obligations under these Terms and Conditions if that delay or failure is caused by circumstances beyond its control, including strikes, lockouts or other industrial disputes (whether involving the workforce of CarNext or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractor.

**10. Severance**

If any provision (or part of any provision) in these Terms and Conditions is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part shall to the extent required, be deemed not to form part of these Terms and Conditions and the validity and enforceability of the other provisions of these Terms and Conditions or the sale contract shall not be affected.

**11. No Relationship or Agency**

Nothing in these Terms and Conditions is intended to create, or shall operate to create, the

relationship of principal agent or employer and employee or a joint venture or partnership between the parties.

**12. Entire Agreement**

These Terms and Conditions and the sale contract contain the entire agreement between the parties relating to the subject matter of the contract, and (in relation to that subject matter) supersedes any and all prior agreements, arrangements, statements and understandings.

**13. Governing Law & Jurisdiction**

These Terms and Conditions and the sale contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.