

Terms and Conditions for Online Priority Reservations

These terms and conditions set out the terms that govern the online priority reservation of a RAV4 Plug-in Hybrid and represent a contract between you (hereinafter referred to as “**You**”) and Toyota Ireland ULC (“**Toyota Ireland**”), a company registered in Ireland with company number 37417 and registered office at Killeen Road, Dublin 12, D12AW94. Please read these terms carefully before you submit your priority reservation request.

Priority Reservation of a RAV4 Plug-In Hybrid

1. Online priority reservation requests for the RAV4 Plug-in Hybrid can be made on <https://www.toyota.ie/onlinereservations> (the “**Website**”).
2. Once You have placed your priority reservation request on the Website, Toyota Ireland will secure for You a vehicle production slot for a RAV4 Plug-in Hybrid.
3. You will then be contacted by your selected Authorised Toyota dealer (“your dealer”) who will confirm the order of the RAV4 Plug-in Hybrid with You. Your dealer will ask you to sign an order form containing separate terms and conditions governing the purchase of the RAV4 Plug-in Hybrid. The terms and conditions set out herein govern only your online priority reservation and not the final purchase of the RAV4 Plug-in Hybrid.
4. To make a priority reservation request for a RAV4 Plug-in Hybrid, you must visit the Website. You can make a priority reservation request for a RAV4 Plug-in Hybrid by clicking on the ‘Reserve Online’ button on the Website and paying a reservation fee in accordance with these terms and conditions (a “**priority reservation**”).
5. Priority reservations for the RAV4 Plug-in Hybrid are open to the public via the Website from 24 August 2021 and are subject to availability. Priority reservations are open to Irish residents aged 18 or over only.
6. RAV4 Plug-in Hybrid vehicles are limited and priority reservations are on a ‘first come first served’ basis.
7. Your priority reservation is not transferable or assignable. If Toyota Ireland is unable to accept your priority reservation for any reason, we will inform You of this and we will not be liable to You or anyone else in those circumstances.
8. By placing a priority reservation on the Website, You are stating your intention to purchase a RAV4 Plug-in Hybrid through your dealer, and Toyota Ireland will place You on a priority reservation list to secure the availability of a RAV4 Plug-in Hybrid for You. Making a priority reservation and acceptance by us of your priority 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 any vehicle build or delivery date.

Payment of the Reservation Fee

9. A fully refundable reservation fee of €1,000 (the “**Reservation Fee**”) is payable to secure a priority reservation of a RAV4 Plug-in Hybrid. Your priority reservation will be confirmed on receipt of cleared funds. If payment of the Reservation Fee is not made, your priority 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. 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, your priority reservation fee payment will be confirmed by Toyota Ireland via email, which will secure a vehicle production slot for a RAV4 Plug-in Hybrid. The email will contain a unique reference number. You must keep this reference number secure and not share it with anyone else.
12. You will then be contacted by your dealer to finalise the order of the RAV4 Plug-in Hybrid.
13. When You finalise your order with your dealer, Toyota Ireland will refund your Reservation Fee to the same debit or credit card (or other approved method of payment) that You used to pay the Reservation Fee, and You will make the payment for the RAV4 Plug-in Hybrid with your dealer. 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.

Cancellation of your Priority reservation

14. You can cancel your priority reservation at any time prior to purchase of the vehicle by informing your dealer. Once You have cancelled your priority reservation, the vehicle will be released, and the vehicle will no longer be reserved for you.
15. We will return your Reservation Fee if You (or Toyota Ireland) cancel your priority reservation. The refund will be made to the same debit or credit card payment (or other approved method of payment) that You used to make payment, and such refund will be made within 14 days of the date that You cancel your priority 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 order of a RAV4 Plug-in Hybrid

16. Payment of the Reservation Fee does not guarantee your vehicle. You must finalise your order at your dealer, where You will be asked to sign an order form which contains separate terms and conditions governing the purchase of a RAV4 Plug-in Hybrid. You will need to finalise your order with your dealer no later than 14 days after your reservation has been confirmed, otherwise your priority reservation will be cancelled and your reserved vehicle will be released in accordance with paragraph 14.

17. The Reservation Fee will be returned to You in full if You cancel your priority reservation (see paragraphs 14 and 15), or if You proceed with your order and it is accepted (see paragraph 13).
18. We make no guarantee or commitment as to any vehicle build or handover/collection dates. Such dates will be provided to You at the earliest opportunity after You place your order at your dealer and are estimates only, subject to our amendment at any time. If our supply of the vehicle 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. We will not be liable for delays caused by any such event.

Release of the reserved vehicle

19. Once You have placed your priority reservation, Your dealer shall make reasonable attempts to contact You using the details You provide us. If You do not, no later than 14 days after your reservation has been confirmed, provide your dealer with the information that is necessary for us to progress your order in accordance with the timescales and instructions provided by us, Toyota Ireland reserves the right to cancel your priority reservation. The vehicle will be released, and we will return your Reservation Fee to You in accordance with paragraph 15.
20. If You decide to cancel your priority reservation in accordance with paragraph 14, the vehicle will be released and we will return your Reservation Fee to You in accordance with paragraph 15.

Price and our vehicles

21. When You place your priority reservation, You will be provided with information about the price of a RAV4 Plug-in Hybrid. If, through the course of the priority reservation of a vehicle, You add certain optional features to the selected vehicle, the price of such optional features will be added to the vehicle price.
22. All prices shown on the Website for the RAV4 Plug-in Hybrid are recommended retail prices only and the price offered to You by your dealer may differ.
23. Although we have made every effort to display the sizes 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.
24. We may amend the vehicle to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, for example to address a safety defect.

Data Protection

25. We will collect personal information from You for the provision of this contract. Such personal information will only be shared with third parties in connection with the provision of this contract, including but not limited to, your dealer and Stripe. For further details on how we use personal information and your rights, please see our Privacy Policy at: <https://www.toyota.ie/privacy>.

Liability

26. We shall not be liable, whether in contract, tort, or otherwise, arising under or in connection with this agreement for loss of profits, loss of sales or business opportunity, loss of agreements or contracts, and any indirect or consequential loss.

Governing law and jurisdiction

27. 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.

28. 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.

29. We may transfer our rights and obligations under these terms to another organisation within the Toyota Ireland group.

30. This contract is between You and Toyota Ireland. No other person shall have any rights to enforce any of its terms. 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.

31. 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.

32. 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.

33. These terms and conditions can be downloaded for your reference by clicking [here](#).

Acceptance of these terms and conditions

34. By ticking the box "*I accept the terms and conditions*", You agree to accept and be bound by these terms and conditions.