

# THORP MOTOR GROUP

## TERMS AND CONDITIONS

### 1. INTRODUCTION

Welcome to Thorp Motor Group.

These Terms and Conditions govern your use of all Thorp Motor Group websites, dealership platforms, digital systems, social media channels, lead forms, WhatsApp channels, applications, promotions, and related services (“the Platforms”).

By accessing, browsing, submitting information to, or using any of the Platforms, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

If you do not agree to these Terms, you should refrain from using the Platforms or submitting personal information through them.

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### 2. COMPANY INFORMATION

Thorp Motor Group is an independent automotive dealership group operating in South Africa, representing various automotive brands and offering services including:

- New vehicle sales
  - Pre-owned vehicle sales
  - Vehicle servicing and repairs
  - Parts and accessories
  - Vehicle finance and insurance facilitation
  - Fleet and mobility solutions
  - Trade-in services
  - Vehicle warranties and value-added products
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### 3. USE OF THE PLATFORMS

The Platforms are intended for lawful use only.

Users may not:

- Use the Platforms for fraudulent or unlawful purposes
- Attempt to gain unauthorised access to systems or data
- Interfere with the operation or security of the Platforms
- Upload malicious software, viruses, or harmful code
- Misrepresent personal or financial information
- Copy, reproduce, or distribute content without permission

Thorp Motor Group reserves the right to suspend or terminate access where misuse or unlawful activity is suspected.

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## **4. VEHICLE INFORMATION, PRICING AND AVAILABILITY**

All vehicle information displayed on the Platforms is provided for general informational purposes only.

While every reasonable effort is made to ensure accuracy, Thorp Motor Group does not warrant that:

- Vehicle pricing is error-free
- Specifications or features are always current
- Vehicle images accurately reflect exact specifications
- Promotions or offers remain available
- Vehicles displayed are currently in stock

Vehicle pricing may exclude:

- Licensing and registration fees
- Delivery fees
- On-road costs
- Optional extras
- Finance-related charges
- Dealer administration fees
- Insurance products

Vehicle availability is subject to prior sale and stock availability.

Thorp Motor Group reserves the right to correct any errors, inaccuracies, omissions, or pricing discrepancies at any time without prior notice.

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## 5. FINANCE AND INSURANCE

Finance applications submitted through Thorp Motor Group are subject to approval by accredited financial institutions.

Approval is dependent on:

- Credit assessments
- Affordability checks
- Verification processes
- Supporting documentation

Submission of an enquiry or application does not guarantee finance approval.

Interest rates, repayment terms, deposits, balloon payments, instalments, and finance structures are determined solely by the approved finance provider.

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## 6. TRADE-IN VALUATIONS

Any online, telephonic, WhatsApp, or preliminary trade-in valuation provided by Thorp Motor Group is an estimate only.

Final trade-in values are subject to:

- Physical vehicle inspection
- Vehicle condition
- Service history
- Accident history
- Mileage verification
- Mechanical assessment
- Market conditions

Thorp Motor Group reserves the right to amend or withdraw a valuation following inspection.

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## 7. TEST DRIVES

All test drives are subject to:

- Vehicle availability
- Valid driver's licence verification

- Completion of dealership requirements
- Insurance compliance
- Approval by dealership management

Thorp Motor Group reserves the right to refuse, reschedule, or cancel a test drive at its discretion.

The driver remains responsible for complying with all road traffic laws during the test drive period.

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## **8. BOOKINGS, RESERVATIONS AND DEPOSITS**

Vehicle reservations or bookings are not confirmed until accepted in writing by the dealership.

Where applicable:

- Deposits may be required
- Refund terms may vary depending on the transaction
- Vehicles may be released if required documentation or payment is not received within the agreed timeframe

Thorp Motor Group reserves the right to cancel bookings where fraudulent activity or material misrepresentation is identified.

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## **9. PROMOTIONS, COMPETITIONS AND CAMPAIGNS**

Promotions, giveaways, campaigns, competitions, and special offers may be subject to separate campaign-specific Terms and Conditions.

Unless otherwise stated:

- Promotions are available while stocks last
  - Promotions may be amended or withdrawn without notice
  - Promotions are not transferable
  - Promotions may not be exchanged for cash
  - Dealer discretion applies where applicable
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## **10. THORP EXCLUSIVE WARRANTY**

The Thorp Exclusive Warranty is a dealer-backed value-added offering available on qualifying vehicles and subject to separate warranty terms, conditions, limitations, servicing requirements, exclusions, and qualifying criteria.

The Thorp Exclusive Warranty is not an OEM or manufacturer warranty unless expressly stated otherwise.

Full warranty documentation is available from the relevant dealership upon request.

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## **11. PRIVACY AND PROTECTION OF PERSONAL INFORMATION (POPIA)**

Thorp Motor Group is committed to protecting your privacy and processing personal information in accordance with the Protection of Personal Information Act (“POPIA”) and all applicable South African data protection legislation.

By submitting your personal information to Thorp Motor Group through any dealership, website, digital platform, finance application, lead form, WhatsApp channel, social media platform, or promotional campaign, you voluntarily consent to the processing of your personal information for purposes including, but not limited to:

- Fulfilling contractual obligations
- Rendering requested dealership services
- Vehicle sales, servicing, and aftersales support
- Finance and insurance applications
- Customer support and relationship management
- Marketing and promotional communication
- Business operations and reporting
- Compliance with legal and regulatory obligations

You acknowledge and understand that:

- Third parties may have access to your personal information where necessary for Thorp Motor Group to fulfil reporting obligations, legal requirements, financing processes, insurance requirements, OEM obligations, or other services requested by you
- Your information may be shared with approved service providers, financial institutions, insurers, Original Equipment Manufacturers (OEMs), and related partners where required for operational or contractual purposes
- Thorp Motor Group may be obligated to share customer and vehicle information with relevant OEMs in accordance with franchise and dealership agreements
- Appropriate data-sharing agreements will be implemented where required to ensure the protection and lawful processing of personal information

- Should information be transferred outside of South Africa, reasonable safeguards and applicable data protection requirements will be applied in accordance with relevant legislation

Thorp Motor Group undertakes to process all personal information securely and only for the purpose for which it was collected.

By providing your personal information, you confirm that:

- The information supplied is accurate, complete, up to date, and not misleading
- You understand the purpose for which the information is being collected and processed
- You understand that certain services may require the processing and sharing of personal information in order to be fulfilled

You further acknowledge that you have the right to:

- Request access to your personal information
- Request correction, deletion, or destruction of your personal information where applicable
- Object to the processing of your personal information
- Withdraw consent, subject to legal or contractual limitations
- Lodge a complaint with the Information Officer of Thorp Motor Group or the Information Regulator of South Africa

Further details regarding the collection, processing, storage, and protection of personal information are contained in Thorp Motor Group's Privacy Notice and related internal POPIA policies.

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## 12. INTELLECTUAL PROPERTY

All intellectual property appearing on the Platforms, including but not limited to:

- Logos
- Branding
- Designs
- Graphics
- Vehicle imagery
- Videos
- Marketing material
- Website content
- Written copy

remains the property of Thorp Motor Group or its licensors and may not be copied, reproduced, distributed, modified, or used without prior written consent.

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## **13. THIRD-PARTY LINKS AND SERVICES**

The Platforms may contain links to third-party websites, applications, finance providers, OEMs, insurers, or service providers.

Thorp Motor Group is not responsible for:

- Third-party website content
- Privacy practices
- Service delivery
- Security
- Accuracy of information
- External system failures

Use of third-party platforms is at the user's own risk.

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## **14. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Thorp Motor Group shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from:

- Use of the Platforms
- Reliance on website information
- Delays or interruptions
- System failures
- Vehicle availability
- Pricing discrepancies
- Loss of profits
- Loss of business
- Loss of data

Users access and use the Platforms entirely at their own risk.

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## **15. INDEMNITY**

By using the Platforms, you agree to indemnify and hold harmless Thorp Motor Group, its directors, employees, affiliates, contractors, suppliers, and partners from any claims, damages, liabilities, losses, or legal expenses arising from:

- Breach of these Terms and Conditions
  - Misuse of the Platforms
  - Fraudulent conduct
  - Violation of applicable laws
  - Violation of third-party rights
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## **16. GOVERNING LAW**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any disputes arising in relation to these Terms shall be subject to the jurisdiction of the South African courts.

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## **17. AMENDMENTS**

Thorp Motor Group reserves the right to amend, update, or replace these Terms and Conditions at any time without prior notice.

Continued use of the Platforms following any amendments constitutes acceptance of the updated Terms and Conditions.

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## **18. CONTACT DETAILS**

For any queries regarding these Terms and Conditions or the processing of personal information, please contact:

Thorp Motor Group  
Website: [www.thorp.co.za](http://www.thorp.co.za)  
Email: [info@thorp.co.za](mailto:info@thorp.co.za)  
South Africa