

TERMS AND CONDITIONS

Money 4 Motorbikes

1. INTRODUCTION

1.1. This document (together with any documents referred to in it) tells you the terms and conditions upon which we supply the services

(the 'Services

Services

') listed on this website (www.money4motorbikes.co.uk) to you.

1.2. Before confirming your order please:

1.2.1. Read through these terms and conditions (the 'Conditions') and in particular our cancellations and returns policy at clause 11. and limitation of our liability and your indemnity at clause 15.

1.2.2. Print a copy for future reference.

1.2.3. Read our privacy policy regarding your personal information.

1.3. By ordering any of the

Services

listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your sale if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.

1.4. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

2. ABOUT US

2.1. This Website is owned and operated by Money 4 Motorbikes ('we'/'us'/'our'), a Vat Registered limited company registered in

England and Wales

3. COMMUNICATIONS

3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3.2. We will contact you by email or provide you with information by posting notices on our Website.

4. OVERSEAS ORDERS

4.1. Our Website is only intended for use by customers resident in England, Wales, Scotland and Northern Ireland (the United Kingdom).

4.2. We may accept your order if you are resident in the European Economic Area (EEA), subject to reserving a right to amend the specifications or standards of the Services offered on the Website and/or these Conditions or to refuse to accept an order for our Services from you, if it will put an excessive strain on our business or if we have an objective reason for doing so. If we accept your order, you will be liable to pay for all and any additional costs that we incur in order to facilitate your order. You will have an opportunity to cancel your order in case the additional costs are not acceptable.

4.3. If we agree to supply any

Services

ordered from the Website for delivery outside the United Kingdom they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including VAT. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.

4.4. You must comply with all applicable laws and regulations of the country for which the Services

are destined. We will not be liable for any breach by you of any such laws.

5. REGISTRATION

5.1. When registering on the Website you must not withhold any information relating to the condition of your bike. Failure to comply with this request will result in the offer becoming null and void. Our staff will have the opportunity to revise the price upon viewing the bike or decline to

take the bike if the description is very different from the actual bike. You will have the opportunity to reject or accept our new offer, which will only be made if the bike is not as described by you on our website forms.

5.2. By registering on the Website you undertake:

5.2.1. That all the details you provide to us for the purpose of registering on the Website and using the Services are true, accurate, current and complete in all respects

5.2.2. To notify us immediately of any changes to the information provided on registration or to your personal information

5.2.3. That you are over 18 or if under 18 you have a parent or guardian's permission to register with and use the Services from this Website in conjunction with and under their supervision. You must also be the legal owner of the bike and it must be yours to sell, proof of this may be required

5.3. You authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

5.4. We reserve the right to terminate an agreement formed with you pursuant to clause 9. below and to suspend or terminate your access to the Website immediately and without notice to you if:

5.4.1. You fail to be in at the agreed time of collection

5.4.2. You breach these Conditions (repeatedly or otherwise)

5.4.3. You are impersonating any other person or entity

5.4.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

5.4.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

6. ELIGIBILITY TO USE THE SERVICES FROM THE WEBSITE

6.1. To be eligible to use the Services

on this Website and lawfully enter into and form contracts with us, you must:

6.1.1. Be 18 years of age or over

6.1.2. Be legally capable of entering into a binding contract

6.1.3. Provide full details of an address in the United Kingdom or the European Economic Area (if you reside in the EEA) for the performance or delivery of the Services

6.2. If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.

7. PRICE

7.1. The prices of the Services

are quoted on the Website.

7.2. Prices quoted are for performance of the Services in the United Kingdom unless otherwise specified.

8. PAYMENT

8.1. Mode of payment

8.2. The first form of payment will be made to your by faster payments bank transfer, other payment methods can be arranged with prior notice.

8.3. We shall contact you should any problems occur with the authorisation of your account.

8.4. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.

9. ORDER PROCESS AND FORMATION OF A CONTRACT

9.1. All orders are subject to acceptance and availability. If any Services

ordered are not available, you will be notified by email and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary.

9.2. Any order placed by you constitutes an offer to use the Services

from us. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.

9.3. You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.

9.4. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services

ordered by you from the Website.

9.5. A contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have agreed a figure for your bike and have confirmed that we shall be providing the requested Service. We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to use the

Services

from us. The Contract will only be formed when we send you the Confirmation Notice (whether or not you receive it).

9.6. Where we agree to supply

Services

to you permanently or on an ongoing (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period of time (the 'Minimum Duration'). The length of the Minimum Duration will depend on which package or product you have selected to purchase and is provided on the Website.

9.7. The Contract will relate only to the

Services

stated in the Confirmation Notice. We will not be obliged to supply any other

Services

which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.

9.8. You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.

9.9. You will be subject to the version of our policies and Conditions in force at the time that you order the

Services

from us, unless:

9.9.1. Any change to those policies or these Conditions is required to be made by law or governmental authority

9.9.2. We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven working days of receipt of the Confirmation Notice

10. DELIVERY

Services

Services

10.1. Any dates quoted for completing performance of the Service are approximate only. If no date is specified then it will take place within 30 days or a reasonable time of the date of the Confirmation Notice, unless there are exceptional circumstances.

10.2. We shall not be liable for any delay in completing performance of the Service

, however caused.

10.3. The

Services

may be sent to you in instalments.

11. CANCELLING YOUR CONTRACT AND RETURNS

11.1. Cancelling before receiving a Confirmation Notice

11.1.1. You may cancel your order for the

Services

at any time prior to receiving a Confirmation Notice from us so long as you contact us in writing. You can send us a cancellation notice by sending an email to sales@money4motorbikes.co.uk or a letter to . Your cancellation notice must quote your name, address, the name or a description of the

Services

and your order reference number (registration number).

11.2. Cancellation after receiving a Confirmation Notice

11.2.1. You are entitled to cancel your Contract within Cancellation of goods/services working days from the date of the Confirmation Notice. This also applies, where appropriate and subject to

clause 11.4., to items that are available to be downloaded. However, you will no longer have a right to cancel if, with your agreement, we have already commenced providing the Services to you before this period of time expires. We shall be deemed to have already commenced providing the Services, in circumstances where you have already downloaded products or materials that we made available to you, from the Website.

11.2.2. You may notify us of your wish to cancel by sending us a cancellation notice to sales@money4motorbikes.co.uk or a letter to . Your cancellation notice must quote your name, address, the name or a description of the Services

and your order reference number (registration number).

11.2.3. Upon receiving your cancellation notice, we will contact you providing any necessary instructions which you will be required to follow.

11.3. Exception to the right to cancel

You will not have a right to cancel an order for any goods or services purchased from us, in the following situations:

11.3.1. If you expressly agree to us beginning to provide any services before the end of the cancellation period.

11.5. Incorrectly priced or described Services

11.5.1. Whilst we try and ensure that all the information on our Website is accurate, errors may occur. In the unlikely event that the price and/or description of an item listed on the Website has been incorrectly advertised, we will not be under any obligation to sell or provide those Services to you.

11.5.2. If we discover the error before sending you a Confirmation Notice we will at our discretion, either reject your order and notify you of such rejection, or inform you as soon as possible and give you the option of cancelling your order or reconfirming it at the correct price and/or description. If we give you the option of cancelling your order or reconfirming it at the correct price and/or description but either cannot contact you or do not receive your response within 14 days of sending you notification (whether or not you receive it), we will reject your order.

11.5.3. If we discover the error after sending you a Confirmation Notice we may, at our discretion and without incurring any liability to you, cancel the Contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you. We will notify if we cancel the Contract.

12. COMPLAINTS

12.1. If you have a comment, concern or complaint about any Services

you have used from us, please contact us via email at sales@money4motorbikes.co.uk or by post at .

13. INTELLECTUAL PROPERTY

13.1. The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Money 4 Motorbikes moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

13.2. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

13.3. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

13.4. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

13.5. No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

13.6.

Services

sold by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

14. WEBSITE USE

14.1. You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

15. LIABILITY AND INDEMNITY

15.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

15.1.1. Death or personal injury resulting from our negligence

15.1.2. Fraud or fraudulent misrepresentation

15.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987

15.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

15.2. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

15.3. We will not be liable if the Website is unavailable at any time.

15.4. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

15.5. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

15.6. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

15.7. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

15.8. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

15.8.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or

15.8.2. any loss of goodwill or reputation; or

15.8.3. any special or indirect losses; or

15.8.4. any loss of data; or

15.8.5. wasted management or office time; or

15.8.6. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your purchase of the

Services

even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause

and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 15.8.1. to 15.8.6., is strictly limited to the purchase price of the Services you purchased.

15.9. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

15.10. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

16. FORCE MAJEURE

16.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:

16.1.1. Strikes, lock-outs or other industrial action

16.1.2. Shortages of labour, fuel, power, raw materials

16.1.3. Late, defective performance or non-performance by suppliers

16.1.4. Private or public telecommunication, computer network failures or breakdown of equipment

16.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

16.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.

16.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

16.1.8. Acts, decrees, legislation, regulations or restrictions of any government

16.1.9. Other causes, beyond our reasonable control

16.2. Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

16.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds Cancellation period days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

17. PRIVACY POLICY

17.1. In order to monitor and improve customer service, we sometimes record telephone calls.

17.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).

17.3. You can find full details of our Privacy Policy on the Website.

18. THIRD PARTY RIGHTS

18.1. Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

19. EXTERNAL LINKS

19.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

19.1.1. The privacy practices of such websites

19.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

19.1.3. The use which others make of these websites; or

19.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods,

materials or services available on and/or purchased by you from such external websites or resources

20. LINKING TO THE WEBSITE

20.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

20.2. Any agreed link must be:

20.2.1. To the Website's homepage

20.2.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted

20.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

20.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

20.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

20.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

21. NOTICES

21.1. All notices given by you to us must be given to us at or by using sales@money4motorbikes.co.uk. We may give notice as described in clause 3.

21.2. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

22. ENTIRE AGREEMENT

22.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

22.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

22.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

23. GENERAL

23.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

23.2. All prices and descriptions supersede all previous publications. All product descriptions are approximate.

23.3. Every effort is made to keep information regarding service availability on the Website up to date. However, we do not guarantee that this is the case, or that service will always be available.

23.4. If any provision 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 other provisions of the Contract and the remainder of the provision in question will not be affected.

23.5. All Contracts are concluded and available in English only.

23.6. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

23.7. A waiver by us of any default shall not constitute a waiver of any subsequent default.

23.8. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3.

23.9. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer,

assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

24. GOVERNING LAW AND JURISDICTION

24.1. The Website is controlled and operated in the United Kingdom.

24.2. Every purchase you make shall be deemed performed in England and Wales

24.3. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.