

## Why should you read these terms and conditions?

Please read these terms and conditions carefully, these terms tell you who we are and how we sell Bikes to you and/or purchase Bikes from you.

Information about us and how to contact us.

We are Paddock Motorcycles Ltd. You can contact us on 01260 270711 or 58 Mill Street, Congleton, Cheshire, CW12 1AG

### 1. Definitions:

Bike	the bike(s) set out in the order;		
Contract	the contract between us and you	for the sale and/or purchase of	the
Bike which incorporates	these terms and conditions	and the Order Form;	
Collection/	the date specified in Order; and    Delivery Date		
Collection/	the address for collection of Bike as Delivery location	`set out in the order form	
Trader	means trader as defined in the Consumer rights act 2015 as “a person acting for purposes relating to that person’s trade, business, or craft or profession, whether acting personally or through another person acting in the trader’s name or on the trader’s behalf”.		

### 2. Contract restrictions

- 2.1 if you are entering into this contract as a Trader the “summary of your key legal right”, 30-day Paddock Motorcycle warranty and extended third party warranty as set out in the order form shall not apply.
- 2.2 Please note that we can only collect/deliver to mainland England, Scotland and Wales

### 3. Price and payment

- 3.1 The price of the Bike shall be the price set out in the Order.
- 3.2 It is always possible that, despite our best efforts, some of the bikes we sell may be incorrectly priced. If we accept and process your order where a pricing error is obvious  
And unmistakeable and could reasonably have been recognised by you as an error, we may end the contract, refund you any sums you have paid and require return on the Bike(s)
- 3.3 Where we are purchasing the Bike from you, we shall pay  
you the price either in cash or by bank transfer (using the account details you provide to us) unless you choose to opt into the part exchange scheme in which case the price shall be deducted from a purchase you make from us.
- 3.4 We accept payment by Cash, Bank transfer/ BACS, Mastercard credit card, Visa credit and Visa Debit.
- 3.5 You may pay for the bike on credit through one of the available lenders, for further details please call or see our website.
- 3.6 If you are purchasing the Bike outright, you must pay for It before we dispatch them or you collect them.
- 3.7 If you are paying for the Bike on credit as per condition 3.5, you will be unable to take possession of the Bike until we receive the confirmation from the lender that credit has been approved.

### THE FOLLOWING TERMS SHALL APPLY WHERE WE ARE SELLING A BIKE TO YOU.

#### 4. Our Bikes

- 4.1 The images of our bikes in our price list, on our website and through third party websites are for illustrative purposes only. Although we have made every effort to display the colours accurately. We cannot guarantee that the printed pictures in our brochure or a devices display accurately reflect the colour of the Bikes. Your Bike may vary slightly from those images.
- 4.2 Information about the Bike contained in our price list, on our website and on third party websites has been published in good faith and we will do our best to ensure that it is accurate. However, it may occasionally be incorrect, incomplete or out of date due to human error or circumstances beyond our control. Where information is incorrect due to an error or circumstances beyond our control, we reserve the right not to accept your order for the affected bikes, or if your order has already been accepted, not to supply the affected bikes to you. We will notify you this is the case and will not charge you for the Bike.

#### 5. Our rights to make changes

- 5.1 We may change the Bikes:
  - (a) To reflect changes in relevant laws and regulatory requirements;
  - (b) To implement minor cosmetic. Technical and engineering adjustments and improvements; or (c) in response to a bike recall.These changes will not affect your use of the Bike.

#### 6. Providing the Bikes

- 6.1 The costs of delivery will be as notified to you during the order process.
- 6.2 if you have asked to collect the Bike you have ordered from our premises then you must make a pre-booked appointment to collect it any time during our working hours of 8.30 to 18.00 on Tuesday to Saturday. (excluding Public Holidays)
- 6.3 If no one is available at your address to take delivery, we will contact you to rearrange delivery or collection of the Bike.
- 6.4 If you do not collect the Bike from us as arranged or if,

after a failed delivery to you, you do not re-arrange delivery or collect them from us, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or rearrange delivery or collection we may end the contract, in which case condition 13 will apply.

- 6.5 The Bike will be your responsibility from the time we deliver to the address you gave us or you collect it from us.
- 6.6 You own the Bike you have ordered once we have received payment in full.
- 6.7 We may need certain information from you so that we can supply the Bike to you, for example, your name, address, and a contact number. If so, this will be stated when you order the Bike. We will contact you to ask for this information and may also require proof on delivery. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Bike late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 6.8 We may have to suspend the supply of the Bike to;
  - (a) Deal the technical problems or make minor cosmetic, engineering or technical changes;
  - (b) Update the Bike to reflect changes in relevant laws and regulatory requirements; or
  - (c) Make changes to the Bike as notified by us to you.
- 6.9 We will contact you in advance to tell you we will be unable to supply a Bike, except in an emergency. You may contact us to end the contract for the Bike if we cannot provide the Bike ordered for a period of more than 30 days after the Bike is ordered and we will refund any sums you have paid in advance for the Bike in respect of the period after you end the contract.

**THE FOLLOWING TERMS SHALL ONLY APPLY WHERE WE ARE PURCHASING A BIKE FROM YOU.**

**7 Your Bike**

- 7.1 You agree that:
  - (a) The Bike corresponds with its description and the Order form; and
  - (b) The warranties as set out in the order form are true and accurate
- 7.2 You shall assign to us any assignable manufacturers warranty or other guarantee applicable to the Bike.
- 7.3 We may inspect and test the Bike before collection or delivery; you shall remain fully responsible for the Bike despite any such inspection or testing and any such inspection or testing.

**8 Delivery and/or collection of the Bike.**

- 8.1 Collection/Delivery of the Bike shall be completed when one of our employees, agents or subcontractors takes the Bike into their possession at the collection/delivery location.
- 8.2 We shall not be deemed to have accepted the Bike until we have had reasonable time to inspect it following collection/delivery or, in respect of latent defects, until a reasonable time after the defect becomes apparent.

**9 Consequences of failing to follow these terms.**

- 9.1 If any Bike does comply with the undertakings set out in condition 7.1 then, without limiting any of our rights or remedies, and whether or not we have accepted the Bike, we may reject the Bike and return it to you at your own risk and expense.

**10 Responsibility for the ownership**

- 10.1 Responsibility for the Bike shall pass to us on completion Of collection of the Bike.
- 10.2 We shall own the Bike from the earlier of (i) our payment for such Bike; and (ii) collection of the Bike.
- 10.3 You agree that, on the date of collection/delivery, you have the full and unrestricted right to sell the Bike to us. Ownership of any Bike which we reject shall revert to you only when we have recovered the full price paid for the relevant rejected Bike together with any costs incurred in storing and/or returning such Bike to you.

**THE FOLLOWING TERMS SHALL APPLY ON SALE OR PURCHASE OF A BIKE.**

**11. Our responsibility for loss or damage suffered by you.**

- 11.1 If we fail to comply to these terms, we are responsible for loss or damage, you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or not caused by us breaking the contract. Loss or damage that is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew that it might happen, for example, if you discussed it with us during the sales process.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 11.3 If you are entering into this contact as a Trader or use the Bike for any commercial, business or re-sale purpose:

- (a) We will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity; and
- (b) Except as stated in this agreement all warranties and conditions, express or implied, whether common law or statute, are excluded to the fullest extent permitted by law.

**12. How we may use your personal information.**

12.1 We will use the personal information you provide to us:

- (a) to supply Bikes to you;
- (b) to process your payment for the Bike; and
- (c) if you agreed to this during the order process, to give you information about similar bikes that we provide, but you may stop receiving this at any time by contacting us.

12.2 We will only give your personal information to third parties where the law requires or allows us to do so.

12.3 For further information on how we may use your personal information and you associated rights please ask to see our privacy policy.

**13 Ending the Contract**

13.1 Without limiting other rights or remedies, either party may terminate the contract with immediate effect by giving written notification if:

- (a) The other party commits a material breach of any term of the contract and (if such a breach is remediable) and fails to remedy that breach within 30 days of being notified in writing to do so; or
- (b) It is of the reasonable opinion that performance of the contract would, cause it to be in breach of any laws;

13.2 If we terminate the contract pursuant to condition

13.1, then without prejudice to any other right remedy available to us, we may (at our discretion):

- (a) Keep any Bike already delivered to or collected by us subject to payment of that proportion of the price attributable to such Bike in accordance with the contract (less any sums already paid to you); or
- (b) Revoke the contract, return the Bike and require the repayment of the whole or any part of the price which has been paid.

**14. General Legal terms**

14.1 No agreements outside of the contract shall be binding. The contract (incorporating these conditions) constitutes the entire agreement between the parties and supersedes and extinguishes all the previous agreements, promises, assurances warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Bike(s) in any court in the United Kingdom.

14.5 Under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 regulation 30, a consumer may cancel an off-premises contract at any time within a period of 14 days from the date that the goods come into their physical possession known as the "cooling off period". Proof of purchase will be required. The cost of returning any vehicles will be the responsibility of the consumer.

14.6 If, after 14 days, the consumer wishes to return the goods to Paddock Motorcycles LTD a restocking fee of up to 20% will be deducted from any refund in addition to any costs incurred by us in doing so such as, but not limited to, collection of vehicles, third party assessment fees, valeting, preparation, admin and fair usage of the vehicle.

14.7 If the vehicle is returned to us under warranty for investigation of a consumer claimed fault and no fault is subsequently discovered by us or a third party assessor then the consumer agrees that a charge for workshop labour will be due by the consumer prior to the release of the vehicle.

14.8 We cannot accept a return of a motorcycle if it has been damaged, modified or altered in any way from how it was delivered to you. An excess mileage charge of £10.00 +Vat per mile for any miles covered over 10 miles from the point of delivery in the 14 days to cancel will apply (mileage used to get the bike back to Paddock motorcycles will also be charged at the above rate if you choose to ride the bike back to Paddock motorcycles). Additionally, if you have purchased a new or pre-registered bike, there will be a change of keeper Fee of £550+Vat or 10% of the total sales price whichever is higher as well as a reconsignment fee of 250 + Vat. In the case of a used bike Paddock motorcycles will hold the V5 for the 14 days to avoid these fees.