

WOKING YAMAHA CENTRE Ltd AFTERSALES TERMS & CONDITIONS OF BUSINESS

(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

The Title in any goods or services does not pass to the customer until all monies are received in full and all cheques cleared.

Service & Repair: Please refer to terms and conditions below.

Parts Sales: Please refer to terms and conditions below. Notwithstanding the provisions of clauses 29 through 33 (inclusive) below, bespoke goods (i.e. unique to the customer or the Goods) cannot be returned for credit or refund.

GENERAL

1. These terms and conditions, together with the details on the Order Form, Job Card or Estimate, are intended to contain all the terms of the agreement ("the Agreement") between us (the Company/We) and you (the Customer/You) relating to the repair, servicing or other works ("the Work") to the goods identified on the Job Card or Estimate ("the Goods") and/or to the supply of goods, parts or other things to be supplied by the Company, whether or not in conjunction with the Work ("the Goods"). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
2. If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to the Agreement rather than a new agreement.
3. You warrant that you own the Goods or are duly authorised by the owner to enter into the Agreement for the Work to be done to them on these terms. Further, you expressly authorise **Woking Yamaha Centre Ltd** and its servants or agents to use the Goods, as applicable, on the highway and elsewhere for all purposes in connection with the Agreement.
4. We reserve the right to refuse to carry out any Work on any Goods which we consider, in our sole opinion, to be unsafe and/or unroadworthy. Further, we may refuse to carry out any Work which may, in our sole opinion, render the Goods unsafe and/or unroadworthy.
5. Where we are undertaking Work and identify, in our sole opinion, a need for further essential safety related repair, you will be advised accordingly. Should you decline to authorise such further repair, you will be required to sign the requisite documentation. Should you decline to sign such said requisite documentation, then you will be obliged to arrange transportation of the Goods from our premises at your own cost.

ESTIMATES

6. An estimate is our considered approximation of the likely cost of the Work and/or Goods, and is valid for 14 days from when we provide it to you.
7. Any estimate is based on the published price for the Goods involved at the time of the estimate. If the manufacturer or other supplier of the Goods changes the published price after the date of the estimate, we will notify you of any consequent increase in the estimate. If the increase will be more than ten per cent (10%) of the total estimate, you may give notice within 14 days cancelling the Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
8. Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent (10%) of the total, we will notify you and will not continue with the Work unless you expressly authorise us to do so.
9. If you have left the Goods with us for an estimate but have not accepted the estimate, or have declined it but failed to collect the Goods, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you for the storage of the Goods from the end of that period.
10. All estimates are exclusive of any applicable Value Added Tax (VAT).

COMPLETION OF WORK AND PAYMENT

11. We will use our best efforts to complete the Work or supply the Goods within any time estimate we have given you, but will not be liable for delays due to any cause outside our control.
12. We shall be entitled to sub-contract all or any part of the Work, but will be responsible for the quality of the sub-contractor's work.
13. If for any reason we do not carry out the Work in full, we will charge you only for Goods actually supplied or fitted and a reasonable amount for any Work actually done.
14. We will notify you when the Work is complete and/or the Goods are ready for collection and (unless you have a credit facility with us, in which case you must comply with the terms agreed in relation to such credit facility) you must pay for the Work and/or Goods upon collection.
15. All payments must be made in cash or by a UK credit/debit card, unless we have agreed to accept a cheque, in which case the cheque must be drawn on a UK clearing bank and received not less than five banking days before you collect the Goods.
16. We are entitled to retain the Goods until you have paid for the Work and/or Goods in full.
17. If you fail to pay the full amount due or fail to collect the Goods:
 - 15.1 within 7 days of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you for the storage of the Goods from the end of that period.
 - 15.2 within 3 months of being notified that the Work is complete and/or that the Goods are ready for collection, we may (after giving you the requisite notice of our intention to do so if you have not paid the full amount due and collected the Goods before such notice expires) sell the Goods and deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to the entitled beneficiary.
18. Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.
19. We will retain all parts replaced during any Work done, except for any to be returned under warranty or service exchange arrangements, until the Goods are collected, and will be free to dispose of them as we see fit unless you specifically ask that they be returned to you when collecting the Goods.

TRANSFER OF OWNERSHIP AND RISK

20. The Goods will continue to belong to us until you have paid for them in full. However, you will be responsible for any loss or damage from when they are delivered to you, and should insure accordingly. A cheque will not be treated as payment until it has been cleared.

LOSS, DAMAGE AND LIABILITY

21. You shall inspect the Goods as soon as reasonably practicable following collection/delivery thereof and shall notify us in writing of any claims in respect of damage to or the alleged defect in the Goods and/or Services supplied by the Company within 7 days of collection/delivery (as the case may be). If you fail to give such notice, the Goods and/or Services shall be conclusively presumed to be in all respects conforming to the Contract and free from any defect which would be apparent on reasonable examination thereof and you shall be deemed to have accepted the same.

22. Any claim relating to non-delivery of Goods must be notified to the Company within 7 days of the date of dispatch shown on the Order.
23. We will carry out the Work with reasonable care and skill, and warrant it will remain free of defects in workmanship for a period of 6 months or, in the case of a motorcycle, 2,000 miles whichever occurs sooner, from the date the Work is completed. However, such warranties will not apply if the Goods are involved in an incident or if and to the extent that a defect is caused or worsened by your (a) failing to inform us promptly of the defect and allowing us promptly to examine the Goods and endeavour to remedy the defect (b) misusing or neglecting the Goods or using them or permitting them to be used for racing, rallying or similar sports (c) failing to comply with instructions from the manufacturer or from us concerning the treatment, maintenance and care of the Goods or to have them serviced in accordance with the manufacturer's instructions (d) fitting the Goods, or permitting them to be fitted, with parts or accessories which have not been approved by the manufacturer (whether expressly or implicitly), or (e) altering the Goods, or permitting them to be altered, in any manner which has not been approved by the manufacturer.
24. Where applicable, we will supply the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights, and is not effected by any change of ownership of the Goods. Remedial work under the manufacturer's warranty may be carried out by any dealer or service workshop in the European Economic Area authorised directly or indirectly by the manufacturer, who may repair or replace any defective Goods or (if he considers repair or replacement uneconomic) refund an appropriate part of the price you paid for them.
25. If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.
26. You must observe the instructions for use, cautionary notices and other technical information and data supplied with any Goods.
27. Subject to the provisions of the Consumer Rights Act 2015, and always excepting fraud, death or personal injury resulting from our own negligence, we limit our liability for any breach of the Agreement to the amount you have paid for the Work and/or Goods, and expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.
28. You undertake to remove any items of value not related to the Goods as we will not accept any liability for loss or damage to such items which is not attributable to our own negligence.

RETURNED GOODS, DISTANCE SELLING AND OFF-PREMISES CONTRACTS

29. Where the parties have contracted in person on our business premises, we may (at our sole discretion) accept the return of any Goods which you did not specifically order, provided that you return them in the same condition as when supplied. Any such returns must be effected within 14 days of delivery, you must produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned Goods.
30. If you are a consumer and this Agreement has been concluded (a) without any face to face contact between us or anyone acting on our respective behalves, or (b) in the simultaneous physical presence of you and us but in a place which is not the business premises of us, you may give notice cancelling this Agreement within 14 days of taking delivery of the Goods. To exercise the right to cancel, you must inform us in writing of your decision to cancel the Agreement (e.g. letter sent by post, fax or e-mail).
31. If you cancel the Agreement pursuant to clause 30, we will reimburse all payments received from you, including the costs of delivery. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is a result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than 14 days after we receive back from you the Goods supplied or (if earlier) 14 days after you provide evidence that you have returned the Goods. We will make the reimbursement using the same method of payment as you used for the initial transaction, unless we have expressly agreed otherwise.
32. If you cancel the Agreement pursuant to clause 30, you shall return the Goods without undue delay and in any event no later than 14 days after you communicate the cancellation of the Agreement to us. You will be responsible for the direct cost of returning the Goods but, in any event, such cost shall not exceed the sum of £500.00 (Five Hundred Pounds). You shall be responsible for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
33. Save as above, we will not accept the return of any Goods which are not defective.

NOTICES AND JURISDICTION

34. Unless otherwise stated in the Agreement, any notice to be given under the Agreement must be in writing and sent by post to the address of the person to whom it is addressed, and shall be deemed to have been received in due course of post.
35. Any telephone calls made between you and us may be recorded and the contents of such conversations used to support this Agreement.
36. This Agreement is subject to the relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusion jurisdiction in relation to this Agreement

JURISDICTION AND ALTERNATIVE DISPUTE RESOLUTION

37. **Woking Yamaha Centre Ltd** subscribe to their Industry Code of Practice and will always attempt to resolve any disputes quickly and efficiently. However, if you are a consumer and remain dissatisfied with the outcome and explanation we have provided, we recommend you contact the National Conciliation Service as an organisation competent to deal with unresolved complaints and their contact details are: National Conciliation Service, 2 Allerton Road, Central Park, Rugby, CV23 0PA; Telephone: 01788 538317; email: contact@nationalconciliationservice.co.uk Their decision will be legally binding on both **Woking Yamaha Centre Ltd** and you, as the consumer.

We may use the information you have provided to us now and in the future: (i) to provide you with information on products and services for marketing purposes; (ii) for market research, and (iii) tracking of sales data. We will also disclose this information to members of the relevant manufacturer's or concessionaire's group of companies and other companies for such purposes. If you prefer this not to happen, please contact us so that our records may be amended accordingly.