

WOKING YAMAHA CENTRE Ltd NEW AND USED GOODS TERMS & CONDITIONS OF BUSINESS
(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

Your Agreement with us

1. When you sign the order form, you accept the terms and conditions set out in this Agreement. Please read this Agreement carefully and if there is anything you do not understand, or may not agree with, ask any member of staff at the dealership where you placed the order. If you wish to rely on any amendment or addition to the Agreement, you should ensure it is confirmed in writing by one of our duly authorised representatives. If we agree any variation in the goods to be supplied, this shall be deemed to be an amendment to the Agreement rather than a new agreement.

a. You must provide us with any information we need in order to comply with money laundering legislation, and guarantee the accuracy of the information so supplied

b. Definitions - 'We' or 'Us' refers to **Woking Yamaha Centre Ltd** as the seller of the goods described on the order form. 'You' refers to the customer as the purchaser of the goods described on the order form. 'Goods' refers to the goods being ordered and supplied as detailed on the order form.

Accessories

2. Any accessories fitted or supplied by us will be covered by any warranty given by the manufacturer of those accessories.

Delivery

3. Delivery will take place at the dealership detailed on the order form unless otherwise agreed.

a. While we will make every effort to deliver the Goods ordered by the estimated delivery date, we will not be liable for any claim for compensation or loss of any description (including any variation in part-exchange valuation) that may result from delay due to reasons beyond our control. If delay arises in this way, we will contact you to agree an alternative delivery date.

b. If we fail to deliver the Goods within 28 days of the estimated delivery date, you may tell us in writing that you require delivery within seven days from the date of receipt by us of the notice. If then the Goods are not delivered to you within the seven days, this Agreement will be cancelled and any deposit paid will be returned and neither party will have any further responsibility to the other.

Cancellation / Withdrawal

4. In the event that you wish to cancel or withdraw from the Agreement for any reason other than those stated in clauses (3.b), (6.b.i) or (15), any deposit paid by you is forfeit and will not be refunded. If you fail to take and pay for the goods within 14 days of notification that the goods are ready for delivery, we will treat the Agreement as cancelled and any deposit paid by you will not be refunded. This does not prejudice our right to recover from you by way of damages any loss or expense we may incur as a result of you cancelling.

Ownership and Legal Responsibility

5. The Goods will belong to us until we have received cleared funds to the value of the total purchase price. However, you will be responsible for any loss or damage from when the Goods are delivered to you, and should insure accordingly

New Goods

6. If the Goods ordered are new goods, the following will apply:

a. We undertake that the pre-delivery work specified by the manufacturer will be carried out and the Goods will be sold with the benefit of the manufacturer's warranty.

b. If, after the Agreement is entered into but before delivery of the Goods to you, the manufacturer's recommended price is altered, then we will give you notice of such alteration and;

i. If the recommended price is increased you will be informed of the amount it is intended shall be paid by you. If you do not agree, you will have the right to cancel the Agreement within 14 days of receiving notice of the increase and your deposit will be refunded in full. Should you fail to notify us that you do not accept the increase within the 14 days, the increased amount will be added to the final amount to be paid by you.

ii. If the manufacturer's recommended price is reduced, we will notify you of the reduced price you will be called upon to pay.

c. If we are unable to deliver the model, specification or Goods ordered because the manufacturer cannot produce or ceases making them, whether before or after the estimated delivery date, we may cancel the Agreement and refund any deposit you have paid in full. This includes models no longer available due to Model Year changes.

d. If we are unable to supply any accessory (factory fitted or otherwise) you have ordered as part of the specification, we will contact you and offer either to substitute a reasonable equivalent or to delete the accessory from the Agreement and adjust the

purchase price accordingly. Subject to this, you shall have no claim against us in respect of our failure to supply any accessory and shall not be entitled to cancel the Agreement.

e. Manufacturers reserve the right to amend the published specification of Goods without notice.

Delivery Mileage

7. Where the Goods ordered are new goods and consist of a motorcycle which is being collected by the customer from our premises, the mileage at delivery will be generally less than 50miles and will be no more than 100miles. If the Goods being ordered are used goods and consist of a motorcycle, the mileage at delivery will generally be within 100miles of that shown on the order form. If the Goods (either new or used) consist of a motorcycle and are being delivered to the customer's address, the delivery mileage will be greater by the delivery distance covered.

Part Exchange Goods

8. Where you wish to sell us goods in part exchange, and their value as agreed with us is to be taken off the purchase price of the Goods we agree to supply, the following conditions will apply:

a. i. that you own the goods to be taken in part exchange absolutely and can transfer ownership to us.

Or, ii. that if someone else has an interest in the part exchange goods, you will settle that interest so that we become the absolute owners when we take delivery. However, if you wish us to clear that interest for you by paying them a sum of money, the allowance for the part exchange goods will be reduced by that amount.

b. If we have examined the part exchange goods before entering into this Agreement with you, or you have described the condition of the part exchange goods to us verbally, the goods shall be delivered to us in the same condition but allowing for the fair wear and tear which may have occurred in the meantime. If there is any variation in condition, service history or mileage to that previously seen or described, but allowing for additional mileage covered between the Agreement and delivery pro-rata to that already covered at the time of Agreement, we will adjust the price offered for the part exchange to take into account such variations and you will pay us any additional sum due as a result.

c. The price offered for the part exchange remains valid until the date stipulated by us (this may be detailed on the order form). If the part exchange goods are delivered to us later than any stipulated date, we will revalue the part exchange in line with market conditions and advise you of any change to the amount you may need to pay us. If this is due to a delay in the delivery of your new Goods, please refer to clause (3).

d. The goods to be taken in part exchange shall be delivered to us no later than the date you take delivery of the Goods you have ordered. Ownership of the Goods ordered will be transferred to you and that of the part exchange to us when you take delivery of your order. If you do not deliver the part exchange goods at or by the time the Goods you have ordered are ready for delivery, you may not be able to take the Goods you have ordered and you might be in breach of the Agreement and liable to us to pay compensation for any losses we may suffer as a result.

e. If you choose to sell us your part exchange before taking delivery of your new Goods, title for the part exchange will pass to us at that point. If you subsequently do not take delivery of the new Goods for any reason, we shall not be obliged to return the part exchange goods to you, but may refund you the part exchange allowance offered less any amount we may have paid to settle any interest in the goods as specified in clause (8.a. ii)

f. If you fail to satisfy any of these conditions, we will not be obliged to accept your goods in part exchange or to make any allowance for it and you might as a result be required to pay the whole purchase price for the Goods you have ordered before you can take delivery.

Tax Changes

9. If the rate of value added tax, road fund licence (goods excise duty) or first registration fee changes between the date of order and the date of delivery, you must pay the amount current at the point of delivery.

Notices and Jurisdiction

10. Any notice provided for in this Agreement must be in writing and be sent by first class post to the residence or place of business of the person to whom it is addressed. It will be assumed that such a notice has been received by the addressee no later than two days after posting.

11. Any telephone calls made between you and us may be recorded and the contents of such conversations used to support this Agreement.

12. 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.

13. It is our responsibility to supply you with Goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.

14. In the event of a complaint, in the first instance please address your concern to the Manager at the purchasing branch. If the issue remains unresolved, please contact the Directors, **Woking Yamaha Centre Ltd, 73-77 Goldsworth Road, Woking, GU21 6LJ, 01483 714893.**

Distance and Off-Premises Sales

15. 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). If required, please request a cancellation form from the Sales Manager at the purchasing branch.

b. In the event of a cancellation, it is your responsibility to return the goods to us in the same condition and specification as when they were delivered. 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 must ensure that the Goods are returned with the same items with which they were sold. This includes (but is not restricted to): registration documents, service packs, manuals, hand-books, locking wheel nuts, tools & keys. If you have altered, modified, personalised, or adapted the Goods in any way you will have no right of cancellation.

c. We will make a deduction from the reimbursement if the Goods have suffered any diminished value due to you handling or using them beyond what is necessary to establish their nature, characteristics and function; i.e. handling or use beyond what a customer would reasonably undertake when appraising Goods at a dealership prior to purchase.

d. Providing the Goods are returned to us in line with the conditions stated, we will process any reimbursement due within fourteen days of the date the Goods are received by us. The reimbursement will be executed in the same way that payment was originally made, less any deduction for diminished value.

e. If the cancelled Agreement involved part-exchange goods, we will return the part-exchange or pay the agreed part-exchange value to you at our discretion.

f. If you have committed to a finance agreement, you must inform the finance company immediately of the cancellation in writing. You may be liable for any early termination fees. We do our best to avoid such fees, and only apply them if the finance provider charges such a fee.

Limitation of Liability

16. Unless set out otherwise herein, we limit our liability for any breach of the Agreement (and for any other liability arising out of or connected to the Agreement) to the amount of the purchase price. We expressly exclude all liability for loss of profit, goodwill or agreements and for any indirect, consequential or economic loss. The limitations in this clause will not apply in cases of fraud, death or personal injury.

Alternative Dispute Resolution

17. **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.