



VEHICLE SALES TERMS AND CONDITIONS COVERING:

CONSUMER TRANSACTIONS WITH WOODS MOTORCYCLES, UNITS A1-A4 PEEL STREET, ABERGELE IN THE SHOP OR BY PHONE, BY INTERNET AND BY MAIL COVERING NEW AND USED VEHICLE SALES AND ACCESSORIES AND ANY APPAREL FITTED TO THE VEHICLE ALSO COVERING VEHICLES SHIPPED OVERSEAS (PRIMARILY TO EUROPEAN COUNTRIES)

Nothing herein contained is intended to affect, nor will it affect, a consumers statutory rights under The Sale of Goods Act 1979 or the Unfair Contract Terms Act 1977 or any amendment thereof.

1) Format of the contract

- a) These terms of sale apply to all vehicle goods supplied by the supplier, Woods Motorcycles, Units A1-A4, Peel Street, Abergele, Conwy, LL22 7LA, North Wales, United Kingdom.
- b) No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order in full.
- c) This order and **any allowance in respect of a used motor vehicle offered** by the Purchaser are the subject to acceptance by the Seller and no contract exists until then.

2) The vehicle is supplied as roadworthy at the date of delivery and is supplied subject to any conditions or warranties that are implied by the Sale of Goods Act 1979 or any amended statute in the case of the consumer sales (as defined by The Sale of Goods Act 1979 as amended):

- a) prior to accepting this order from the purchaser shall examine the new/used vehicle and the items set out in the Purchaser's Certificate of Examination overleaf or PDI certificate and the purchaser is reminded that the condition of satisfactory quality implied by The Sale of Goods Act 1979 as amended does not operate in relation to such defects which that examination ought to reveal. Should the goods (i.e. ex-demo or used) be sold also subject to defects notified by the dealer to the purchaser before accepting the agreement, the condition of satisfactory quality above referred to does not operate in relation to those defects.

3) Any accessories fitted or supplied by the seller will be entitled to the benefit of any warranty given by the manufacturers of those accessories. Immobilisers/alarms fitted to a used vehicle carry no warranty at all.

4) Woods Motorcycles have the right to terminate the contract in the event that the goods are unavailable, mis-priced or an error in prices or cleared funds are not received.

5) Woods will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay. Delivery shall be deemed affected when the goods are made available for collection by the customer, and the dealer has so informed the customer. (The Seller shall not be obliged to fulfil orders in the sequence in which they are placed).

- a) If Woods Motorcycles shall fail to deliver the goods within 60 days (or 150 for specially ordered vehicles i.e. Desmosedici) of the estimated date of delivery stated in this contract the Purchaser may, by notice in writing to the Seller, require delivery of the goods within 7 days of receipt of such notice. If the goods shall not be delivered to the Purchaser within the said 7 days the contract shall be cancelled.

6) Description and price of the goods on the Suppliers website

- a) The description and price of the goods you order via our website will be as shown on the Supplier's website at the time you place your order (subject to 4 above).
- b) The goods are subject to availability. If after acceptance or your order the Supplier discovers within (30 days) of our acceptance that the goods are unavailable we may terminate the contract and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods. We will however try to establish a realistic delivery date.



- c) Every effort is made to ensure that prices shown on the Supplier's website are accurate at the time you place your order. If an error is found within 14 days of accepting your order, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If the Supplier does not receive an order confirmation within 14 days of informing you of the error, the order will be cancelled automatically. If you cancel the order, or if the order is cancelled automatically due to the expiry of the 14 day period, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- d) In addition to the price, you may be required to pay a delivery charge for the vehicle, currently between £1 and £1.30 + VAT per mile for the distance from our shop to your house (local charge £20 + VAT up to 10 miles).
- 7) If the contract is cancelled under the provisions of clause 4 hereof the deposit shall be returned to the Purchaser and the Seller shall be under no further liability.
- 8) If the Purchaser shall fail to take and pay for the vehicle within 7 days of notification that the goods have been completed for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Purchaser and thereupon the deposit shall be forfeited without prejudice to the **Seller's right to recover from the Purchaser by way of damages any loss or expense which the Seller may suffer or incur by reason of the Purchaser's default.**
- 9) The goods shall remain the property of the Seller until the total purchase price has been discharged in full. A cheque given by the Purchaser in payment shall not be treated as a discharge until the same has been cleared (**approx 7 working days**). **If the goods to be supplied by the Seller are new, the following provisions shall have effect:**
- a) this agreement and the delivery of the goods shall be subject to any terms and conditions which the Manufacturer or Concessionaire may from time to time lawfully attach to the supply of the goods or the re-sale of such goods by the Seller, and the Seller shall not be liable for any failure to deliver the goods occasioned by his inability to obtain them from the Manufacturer or Concessionaire or by his compliance with such terms and conditions currently so attached by the Manufacturer and Concessionaire may be inspected at the Seller's Office.
- b) the Seller undertakes that he will ensure that the pre-delivery work specified by the Manufacturer or Concessionaire is performed and that he will use his best endeavours to obtain for the Purchaser from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by him to the Seller or to the Purchaser in respect of the goods.
- c) no allowance can be made for any part of the standard equipment supplied with the vehicle which the Purchaser does not wish to take.
- d) notwithstanding the sum for Valued Added Tax specified in the order, the sum payable by the purchaser in respect thereof shall be such as the seller becomes legally liable for at the time the taxable supply occurs.
- e) if after the date of this order and before delivery of the goods to the Purchaser the Manufacturer's or Concessionaire's recommended price for any of the goods shall be altered, the Seller shall give notice of any such alteration to the Purchaser and:
- 10) In the event of the Manufacturer's or Concessionaire's recommended price the goods being increased the amount of such increase which the Seller intends to pass to the Purchaser shall be notified to the Purchaser. The Purchaser shall have the right to cancel the contract within 14 days of the receipt of such notice. If the Purchaser does not give such notice as aforesaid the increase in price shall be added to and become part of the contract price.



- 11) In the event of the recommended price being reduced the amount of such reduction, if any, which the Seller intends to allow to the Purchaser shall be notified to the Purchaser. If the amount allowed is not the same as the reduction of the recommended price the Purchaser shall have the right to cancel the contract within 7 days of the receipt of such notice.
- a) in the event of the Manufacturer of the goods described in the order ceasing to make goods of that type, the Seller may (whether the estimated delivery date has arrived or not) by notice in writing to the Purchaser, cancel the contract.
- 12) Where the Seller agrees to allow part of the price of the goods to be discharged by the Purchaser delivering a used motor vehicle to the Seller, such allowance is hereby agreed to be given and received and such used vehicle is hereby agreed to be delivered and accepted as part of the sale and purchase of the goods and upon the following further conditions:
- a) that the Purchaser has good title to such used vehicles and it is free from any third party charge or interest.
- b) or that such used vehicle is the subject of a credit sale agreement or other third party charge or interest capable of cash settlement by the Seller, in which case the allowance shall be reduced by the amount required to be paid by the Seller in settlement thereof.
- 13) That the Seller has examined the said used vehicle prior to his confirmation and acceptance of this order the said used vehicle shall be delivered to him in the same condition as at the date of such examination (fair wear and tear excepted):

14) Delivery and delivery charges

- a) The goods you order will be delivered to the address you give when you place your order and subject to delivery charges of £1.30 + VAT per mile. We will only deliver goods via the website to UK addresses – although we can ship overseas if asked. A separate charge will be estimated for this.
- b) If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible.
- c) If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may: a. store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage (currently £50 per week); or b. sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.
- d) If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations within 7 days by written notification (not email) the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. If you have received the goods or vehicle, on exercising your right to cancel you shall be required (if applicable) to return the goods to the Supplier at your cost and the goods/vehicle must be insured in transit. Should you fail to return the goods within 7 days, the **Supplier reserves the right to deduct any direct costs and insurance incurred by the Supplier in retrieving the goods as a result of such failure.**
- e) If the customer has not returned at their cost, or allowed Woods Motorcycles to collect the goods within 14 days of their notice of cancellation – The cancellation will no longer stand and the goods will be deemed acceptable. Woods Motorcycles shall, if applicable affect a refund of any monies owing to the consumer buyer in respect of the goods within 30 days from the date of cancellation, only after the satisfactory receipt of goods by the Woods Motorcycles. Such a refund will be subject to any offset of monies to which Woods Motorcycles is entitled.
- f) Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible. We will not be subject to any hire charges whatsoever.



- g) **Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package or vehicle does not appear to be in good condition then please refuse the delivery and inform us of defect.**

15) Risk/Title

- a) The goods are at your risk from the time of delivery.
- b) Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
- i) the goods, and
 - ii) all other sums which are or which become due to the Supplier from you on any account (i.e. storage pre-delivery)
- c) The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier.

16) Title for Business Customers

- a) If you are a business customer until ownership of the goods has passed to you, you must:
- i) store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property – you must supply a comprehensive insurance bond or comprehensive company insurance certificate for the product;
 - ii) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full manufacturers retail price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and
 - c. hold the proceeds of the insurance referred to in condition (b) on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- b) **If you are a business customer your right to possession of the goods shall terminate immediately if:**
- i) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
 - ii) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
 - iii) you encumber or in any way charge any of the goods.
 - iv) **you must release any goods owned by us on demand.**



17) Your right of cancellation under the distance selling regulations

- a) You have the right to cancel the contract under the distance selling regulations but not in any other circumstances at any time up to 7 days after you receive the goods (see below). Please note that this policy has some limitations and does not apply to business customers.
- b) To exercise your right of cancellation under the distance selling regulations, you must give written notice to the Supplier by hand or post (not e-mail), giving details of the goods/vehicle ordered and (where appropriate) their delivery. Notification by phone is not sufficient.
- c) Except in the case of faulty or mis-described goods, if you exercise your right of cancellation (under the distance selling regulations) after the goods have been delivered to you, **you will be responsible for returning the goods to the Supplier at your own cost.** The goods must be returned to the address shown within the Contact Us section of the website. You must take reasonable care to ensure the **goods are not damaged in the meantime or in transit.** In the case of faulty or mis-described goods we shall, after receiving notification, send you the parts required to repair the item. For significant problems we will collect the goods from you or ask you to return the goods yourself and possibly refund you the reasonable postage or delivery costs.
- d) Once you have notified the Supplier that you are cancelling the contract under the distance selling regulations, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods – subject to the condition of the returned goods or motorcycle.
- e) If the customer has not returned at their cost, or allowed Woods Motorcycles to collect the goods within 14 days of their notice of cancellation – The cancellation will no longer stand and the goods will be deemed acceptable. Woods Motorcycles shall, if applicable affect a refund of any monies owing to the consumer buyer in respect of the goods within 30 days from the date of cancellation, only after the satisfactory receipt of goods by the Woods Motorcycles. Such a refund will be subject to any offset of monies to which Woods Motorcycles is entitled.
- f) Except in the case of faulty or mis-described goods, if you do not return the goods as required (as in 17c), the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.
- g) As a business customer, upon delivery you take full risk for ensuring the vehicle is supplied to the customer in a PDI state as outlined by the manufacturer.

18) that such used/part exchanged vehicle shall be delivered to the Seller on or before delivery of the goods to be supplied by him hereunder, and the property of the said used vehicle shall thereupon pass to the Seller absolutely:

19) that without prejudice to c) above such used/part exchange vehicle shall be delivered to the Seller within 7 days of written notification to the Purchaser that the vehicle to be supplied by the Seller is ready for delivery.

20) that if the vehicle to be delivered by the Seller through no default on the part of the Seller shall not be delivered to the Purchaser within 7 days after the date of this order or the estimated delivery date, where that is later, the allowance on the said used vehicle may at the Seller's discretion be subject to reduction by an amount not exceeding 5% for each completed period of 30 days from the date of the expiry of the first mentioned 30 days, to the date of delivery to the Purchaser of the vehicle being ordered on this form.

In the event of the non-fulfilment of any of these foregoing conditions, other than e) the Seller shall be discharged from any obligation to accept the said used vehicle or to make any allowance in respect thereof, and the Purchaser shall discharge in cash the full price of the goods to be supplied by the Seller.

Any notice given hereunder must be in writing and sent by post to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received in due course of post.



Notwithstanding the provisions of this agreement the Purchaser shall be at liberty before the expiry of 7 days after notification to him that the vehicle has been completed for delivery to arrange for a finance company to purchase the goods from the Seller at the price payable hereunder. Upon the purchase of the goods by such finance company, the preceding clauses of this agreement shall cease to have effect, but any used vehicle for which an allowance was thereunder agreed to be made to the Purchaser shall be bought by the Seller at a price equal to such allowance, upon the conditions set forth in clause 12 above (save that 13 thereof all reference to "delivery" or "delivered" shall be construed as meaning delivery or delivered by the Seller or to the order of the finance company) and the Seller shall be accountable to the finance company on behalf of the Purchaser for the said price and any deposit paid by him under this agreement.

Any notices given hereunder must be in writing and sent by the Customer by first class post to the Sellers place of business.

Failure by the dealer to enforce at any time or for any period any one or more of the conditions shall not be a waiver of them or the right at any time subsequently to enforce all of them.

IMPORTANT: Once a firm sales price has been agreed by the purchaser and seller, the contract will then be binding and any deposit paid is non-refundable. Any monies paid to "hold" a motorcycle or deposit for a sale are totally non-refundable although we may under goodwill policy (and within 20 days) proportion part or all of the deposit for the customer to use again against another new or used vehicle, notwithstanding any due costs or losses as in clause 8, including Road Fund License, Registration and PDI costs.

Where we supply Road Fund Licence or Vehicle Registration Fees we do so as an Agent of the Customer under the restrictions and policies of the DVLA.

For clarification of any of our Terms and Conditions please write to:

Andrew Wood, c/o Woods Motorcycles, A1-A4 Peel Street, Abergele, Conwy LL22 7LA.

Thank you for taking the time to read our Terms and Conditions.

My best wishes,

Andrew Wood

A handwritten signature in black ink, appearing to read "Andrew Wood", written in a cursive style.