

Terms & Conditions of Business and PRIVACY POLICY

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owned by Bennetts Motorcycles BARNLEY

Terms and conditions / Privacy Policy

Terms & Conditions the Supply and Purchase of Motor Vehicles

(Nothing in this document shall restrict the statutory rights of a consumer)

Bennetts Motorcycles Ltd 58-62 Sheffield Road Barnsley S70 1HS In these terms and Conditions:

Contract: shall mean the contract, as evidenced by a signed Order or Electronic Order Form, between Bennetts Motorcycles Ltd and the Customer.

Customer: shall mean the person, firm or company identified in or by means of the Contract as purchasing Goods or Services and references to the singular shall include the plural (and vice versa) and where applicable references to the male, female or neuter gender shall include reference to all other such genders where the context so requires.

1. CONTRACT

(a) The order for sale of a motor vehicle by us, Bennetts Motorcycles Ltd ("Bennetts"), at the agreed price ("the Total Retail Price") and any allowance in respect of a used motor vehicle offered by you ("the Customer") incorporates the following clauses and only becomes binding after being accepted by Bennetts. (b) The order (except where varied by an agreement between the parties which is recorded in writing and signed by an authorised representative of Bennetts) shall constitute the entire contract between the parties.

2. DELIVERY

(a) Bennetts will use its best endeavours to secure a delivery date or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of Bennetts. (b) The Goods as described on the face of the order form ("the Goods") may be delivered by Bennetts or its agent in advance of the estimated delivery date upon giving 7 days prior notice to the Customer. © If the Goods are not delivered within 90 calendar days of the estimated delivery date (if any) the Customer or Bennetts may elect by notice in writing to the other party to cancel this contract. Upon such cancellation the Customer's deposit shall be returned and Bennetts shall be under no further liability to the Customer. In the event that no estimated delivery date is given, Bennetts will deliver the Goods within 1 month of the Goods being made available to it. (d) Delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Customer and Bennetts has given notice to the Customer that the Goods are ready for collection. The Goods will be physically delivered by Bennetts to the Customer only where agreed by Bennetts and at the Customer's cost. (e) Bennetts may at any time cancel the contract if the manufacturer ceases to make the Goods or if the manufacturer ceases to supply the Goods to the UK market. If Bennetts is unable to supply any option or accessory, whether factory fitted or otherwise, Bennetts may at its discretion either substitute a reasonable equivalent or delete the option or accessory from the contract. If any accessory is deleted the purchase price shall be adjusted by the

price thereof. The inability of Bennetts to supply an option or accessory shall not constitute a breach of contract or entitle the Customer to reject the Goods. (f) if out lined in the contract that the Goods are special order then no option of a deposit refund is available.

3. PRICE AND PAYMENT

(a) The Customer shall not be permitted to collect and take away the Goods until the Total Retail Price of the Goods as stated on the order form has been discharged in full (without set-off or counterclaim) unless this condition has been expressly excluded in writing by an authorised representative of Bennetts. Time of payment shall be of the essence. (b) Accepted methods of payment are Cash, BACS, CHAPS, fast electronic transfer and most debit cards. © If the Total Retail Price or any part of the price for the Goods is to be paid by cash (the maximum amount of a cash payment that is permissible being £9,000 or 15,000 euro's in value and receipts to be signed by two Bennetts staff) such payment or part payment may be made on the day of collection.

4. FAILURE TO COLLECT GOODS

If the Customer shall fail to collect and/or pay for the Goods within 14 days of delivery (as provided for in clause 2(d)) then Bennetts may at its option either store the Goods at the Customer's cost or, upon giving the Customer 7 days notice of its intention to do so, elect to treat the contract as repudiated by the Customer and thereupon any sums paid by the Customer shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which Bennetts may have suffered or incurred by reason of the Customer's default (including as a result of selling such vehicle at a lower value) and/or storage costs and Bennetts shall be under no further liability to the Customer. Bennetts may, at its option following such repudiation elect to return any part-exchange vehicle or to retain it at any agreed trade-in price (in which case the agreed trade-in price shall be treated as part of the sums paid for the purpose of this clause).

5. PART EXCHANGE

In the event that Bennetts agrees to accept a used motor vehicle from the Customer as partial payment of the Total Retail Price ("Allowance") such agreement shall be subject to any declarations made on the face of the order or purchase invoice and the following conditions: (a) the Customer warrants that: (i) the Customer has good title to the used motor vehicle; (ii) it is unencumbered by any third party interest whatsoever; or (iii) the Customer has declared all encumbrances or interests to which the used motor vehicle is subject; (iv) the particulars of the used motor vehicle given by the Customer are correct and that so far as the Customer is aware the odometer reading is accurate; (v) other than as declared by the Customer and so far as the Customer is aware the used motor vehicle has not been the subject of any accident or any other damage of whatsoever nature and howsoever caused or any insurance claims or total loss claims; (vi) other than as declared by the Customer the used motor vehicle was first supplied by the manufacturer's official distributor for the UK; (vii) other than as declared by the Customer the date of first registration on the registration documents is the date on which the used motor vehicle was new and first used; (viii) other than as declared by the Customer the used motor vehicle has not had any performance upgrades, non manufacturer approved accessories or alterations contrary to the manufacturer's specifications; (ix) the used motor vehicle is type approved. (b) if any encumbrances or interests are capable of cash settlement Bennetts may elect to discharge such interests and deduct expenditure from the exchange value offered; © the used motor vehicle will be delivered in the same condition as at the date it was

examined by Bennetts (fair wear and tear excepted); (d) the used motor vehicle shall be delivered to Bennetts upon collection of the Goods together with all spare key sets, spare alarm remotes, registration documents, service documentation, MOT certificate, service invoices, warranty documentation and all other appropriate documentation and with the registration book completed and for the avoidance of doubt the Customer shall not be permitted to collect the Goods until the used motor vehicle shall have been delivered to Bennetts; (e) title to the used motor vehicle shall pass absolutely on delivery to Bennetts; (f) the exchange value quoted by Bennetts shall be binding on Bennetts for one calendar month from the date of the order, unless a different period is stipulated in the order. If the exchange value is no longer binding on Bennetts when the Goods are ready for inspection, Bennetts will give a current figure for the value of such part-exchange, at which point the Customer will have the option to accept the revised part-exchange value or not to part-exchange such used motor vehicle, provided always that the Customer shall still be obliged to purchase the Goods; (g) in the event that any of the warranties in clause 5(a) prove to be untrue or there is a breach of clause 5©, Bennetts shall be entitled to revise the Allowance (only through a distance contract) to take account of such breach and where there is a reduction in the Allowance the Customer shall be liable to pay the difference between the original and reduced Allowances to ensure payment of the Total Retail Price of the Goods in accordance with clause 3 of these terms and conditions.

6. CHERISHED NUMBER PLATE

Where the Goods have a personalised or cherished number plate, unless stated on the face of the order, the Customer shall not be entitled to assume that such number plate is available with the Goods and the Customer will provide all reasonable assistance to facilitate transfer of the registration at a cost to the Customer.

7. NEW GOODS/USED GOODS

(a) Where the Goods to be supplied by Bennetts are new, then the following additional conditions shall apply: (i) the Customer shall be bound to pay any amount of car tax and value added tax or other tax or duty that Bennetts has legally become bound to pay, notwithstanding any amount specified on the order form; (ii) if before delivery of the Goods the manufacturer/concessionaires recommended retail price for the Goods shall be increased Bennetts may give notice ("Notice") of its intention to pass on to the Customer such increase, upon receipt of such Notice the Customer shall be entitled by notice in writing to Bennetts to cancel the contract within 21 days of the date of the Notice. Upon such cancellation any deposit paid by the Customer shall be returned and Bennetts shall be under no further liability to the Customer. If no notice is received by Bennetts from the Customer within the stated period then the Customer shall be bound to purchase the Goods at the increased price; (iii) in the event that the manufacturer is unable to accept the order for the Goods then Bennetts may, by notice in writing to the Customer cancel the contract. Upon such cancellation any deposit paid by the Customer shall be returned and Bennetts shall be under no further liability to the Customer. (b) In the event that the Goods were not originally supplied via the manufacturer's official distributor for the United Kingdom the Customer accepts that the specification may vary from the British specification.

8. WARRANTY

(a) Bennetts shall use all reasonable endeavours to pass the benefit of any manufacturer's warranty on to the Customer. In the case of a new vehicle, the Goods shall be warranted by the manufacturer to be free from defects in materials and workmanship on manufacture and Bennetts shall repair any faults which arise in accordance with such warranty for at least one year from the date of first registration with no mileage limitation. In the event of a used motor vehicle being purchased where the original manufacturer's warranty has expired Bennetts shall repair any faults which arise for 1 month or 1,000 miles, after purchase whichever is the minimum. Any parts which require replacement during the period of the manufacturer's warranty as a result of wear and tear (for example but without limitation, the brake pads) are excluded from the warranty. The manufacturer's warranty is not affected by any change of ownership of the Goods. Remedial work under such warranty may be carried out by any dealer approved by the relevant manufacturer ("a Dealer") at whose sole option any defective parts will be repaired or replaced. Any part replaced under the manufacturer's warranty is warranted to be free from defects in parts and materials until expiry of the original vehicle warranty. The manufacturer's warranty does not apply if and to the extent that the defect is caused or worsened by one of the following circumstances: (i) after discovering the defect the Customer has failed either to inform Bennetts or to have the defect examined by a Dealer without reasonable delay; (ii) has failed to give a Dealer the option to repair the Goods without reasonable delay; (iii) the Goods or any part thereof have been subject to misuse, negligence, or accident or use for racing or similar sports; (iv) if the Goods have been repaired or maintained and that repair or maintenance has not been carried out by or through a Dealer and/or otherwise in accordance with the manufacturer's recommendations; (v) parts, components or accessories have been installed into the Goods the use of which have not been approved by the manufacturer or if the Goods have been altered or modified in a manner not approved by the manufacturer. (vi) instructions concerning the treatment, maintenance and care of the Goods have not been adhered to. (b) In the case of the Goods being a second-hand vehicle, Bennetts shall transfer to the Customer the unexpired portion of the manufacturer's warranty (if any) together with any used vehicle warranty made available with respect to the Goods as stated on the front of the order. The Customer acknowledges that in the case of the Goods being a second-hand vehicle the Goods will be sold: (i) subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage; and (ii) subject to paintwork and/or bodywork repairs that may have been carried out to it.

9. EXAMINATION OF GOODS AND RELIANCE

(a) Prior to signing the order form the Customer shall examine the Goods to be purchased (if such are available for inspection) and the Customer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects which have been notified by Bennetts to the Customer before the signing of the order, the condition of satisfactory quality referred to above does not operate in relation to those defects. (b) The Customer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon Bennetts skill or knowledge regarding the Goods' fitness for any particular purpose or use.

10. CLAIMS

Without prejudice to the terms of the manufacturer's warranty, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods based on materials or workmanship or their failure to meet the specification is notified to Bennetts, Bennetts shall be

entitled at its sole discretion either to replace or repair the Goods (or the part in question) free of charge or to refund to the Customer the price of the Goods (or a proportion part of the price), Bennetts will not be liable where any defect results from or is worsened by one of the following circumstances:- (a) after discovering the defect the Customer has failed either to inform Bennetts or to have the defect examined by a Dealer or other appropriate expert without unreasonable delay; (b) has failed to give Bennetts the option to repair the Goods without unreasonable delay; (c) the Goods or any part thereof have been subject to misuse, negligence, or accident or use for racing or similar sports; (d) the Goods have been repaired or maintained and that repair or maintenance has not been carried out by or through a Dealer and/or otherwise in accordance to the manufacturer's recommendations; (e) parts, components or accessories have been installed into the Goods the use of which have not been approved by the manufacturer or if the vehicle has been altered or modified in a manner not approved by the manufacturer; (f) instructions concerning the treatment, maintenance and care of the Goods have not been adhered to; (g) wear and tear.

11. CONSUMER TRANSACTIONS

Where the Goods are sold under a consumer transaction as defined by the Consumer Transactions (restriction on statements) Order 1976 the statutory rights of the Customer are not affected by any of these terms and conditions.

12. SALE TO INTERMEDIARIES OR THIRD PARTIES

The Customer confirms that it is not purchasing the Goods as an intermediary or reseller unless specifically agreed by Bennetts to the contrary. Bennetts may, at its discretion refuse to change the Customer's details or identity on the order or register the Goods to anybody other than the Customer.

13. FINANCE

Notwithstanding the provisions of this contract the Customer may, within 7 days of receipt of notification that the Goods are ready for delivery arrange for a finance company to purchase the Goods from Bennetts at the price payable as stated on the order form. Bennetts shall not release the Goods until the Total Retail Price has been discharged in full, including receipt of cleared funds from the said finance company.

14. NOTICES

Any notice that is given hereunder may be given in writing, by electronic mail or communicated verbally. Notices in writing shall be posted or faxed to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received, in the case of facsimile or electronic mail on the day of transmission and in the case of notice given by post, within two days of posting.

15. WAIVER

Any waiver by Bennetts or the Customer of any breach of contract by the other shall be in writing and shall not be construed as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either party to enforce at

any time or for any period any one or more of these terms and conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.

16. INVALIDITY OF THESE TERMS

If any provisions 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 remaining provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby. As far as it is possible to do so any clause that is in whole or in part invalid or unenforceable shall be interpreted with the minimum possible amendment so that the clause or part thereof shall be construed in such a way as to give effect as far as possible to the previously expressed intent of the said clause.

17. APPLICABLE LAW

This contract shall be governed by the Laws of England and Wales and the parties shall submit to the jurisdiction of the English Courts.

18. THIRD PARTY RIGHTS

No person who is not a party to the contract may in its own right enforce any terms of the contract provided that this clause shall not affect any right of action of any person to whom this contract is lawfully assigned.

19. RETENTION OF TITLE

(a) Notwithstanding delivery, collection and/or the passing of risk in the Goods, or any other provision of these terms and conditions, the title in the Goods shall not pass to the Customer until the Total Retail Price has been discharged in full and, in the case of a payment by cheque, the cheque has been cleared. (b) Until such time as the title in the Goods passes, the Customer shall keep the Goods properly stored, protected and insured and identified as Bennetts property. (c) Until such time as the title in the Goods passes to the Customer, Bennetts shall be entitled at any time to require the Customer to deliver up the Goods to Bennetts and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods. (d) The Customer shall not be entitled to sell, pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of Bennetts, but if the Customer does so all monies owing by the Customer to Bennetts shall (without prejudice to any other right or remedy of Bennetts) forthwith, become due and payable.

20. NEW GOODS

Where the Goods to be supplied by Bennetts are new, then this contract and the provisions for delivery of the Goods shall be subject to any terms and conditions which the manufacturer/concessionaire may lawfully have imposed on the supply of the Goods or the resale of the Goods by Bennetts. Bennetts shall not be liable for any failure or delay in delivering the Goods caused by or resulting from Bennetts compliance with the manufacturers/concessionaires terms and conditions. A copy of the current terms and conditions of the manufacturer/concessionaire is available for inspection at Bennetts premises.

21. CANCELLATION

Except as provided by law, or under clauses 2©, 7(a)(iii) or 22 of these terms and conditions, no order which has been accepted by Bennetts may be cancelled by the Customer except with the agreement in writing of Bennetts and on terms that the Customer's deposit shall be forfeit and further that the Customer shall indemnify Bennetts in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Bennetts as a result of cancellation.

22. DEFECTIVE GOODS

Without prejudice to clause 8 above any claim by the Customer which is based on any defect in the quality or condition of the Goods on delivery or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Bennetts within 14 days from the date of collection of the Goods or the date of refusal of delivery as the case may be or (where the defect or failure is not apparent upon reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Bennetts as above the Customer shall be deemed to have accepted the Goods.

23. LIABILITY

Except in respect of death or personal injury caused by Bennetts negligence, or any loss caused by the fraud of Bennetts, Bennetts shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of this contract, for any: (a) loss or damage incurred by the Customer as a result of third party claims; (b) loss of actual or anticipated profits; © loss of business opportunity; (d) loss of anticipated savings; (e) loss of goodwill; (f) injury to reputation; (g) any indirect, special or consequential loss or damage howsoever caused even if Bennetts was advised of the possibility of them in advance; or (h) any direct or indirect loss or disappointment caused by the cancellation of the contract. which arise out of or in connection with the supply of the Goods or their resale by the Customer, except as expressly provided in these terms and conditions. Nothing in this clause shall operate to restrict or exclude Bennetts liability or limit the Customer's rights in any way that cannot be restricted, excluded or limited by law.

24. FORCE MAJEURE

Bennetts shall not be liable to the Customer or be deemed to be in breach of the contract for reason of any delay in performing or any failure to perform, any of Bennetts obligations in respect of the Goods, if the delay or failure was due to any cause beyond Bennetts reasonable control including (without limitation) any failure to deliver the Goods occasioned by strikes, inclement weather, civil unrest, an inability to obtain the Goods from the importer or from the manufacturer.

25. TERMINATION/SUSPENSION

(a) This clause applies if: (i) the Customer (being a company) makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrative receiver appointed or goes into insolvent liquidation or (being a partnership) becomes wound-up or a receiver is appointed or enters into an individual voluntary arrangement; or (ii) the Customer (being an individual) enters into an arrangement, compromise or composition in satisfaction of debts with his

creditors or a bankruptcy, or; (iii) an encumbrancer takes possession of any of the property or assets of the Customer; (iv) Bennetts reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer accordingly, or; (v) Bennetts has reasonable cause to believe that the Customer will be unable to meet its financial obligations in respect of this agreement, or. (vi) Bennetts becomes aware that the Customer is in breach of clause 12, or; (vii) the Customer is in material breach of any obligations under the contract. (b) If this clause applies, without prejudice to any other right or remedy available to Bennetts, Bennetts shall be entitled to cancel this contract or suspend delivery under this contract and forfeit any deposit paid by the Customer without any liability to the Customer, and if the Goods shall have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

26. AUTHORITY

The Customer shall be deemed to be personally liable for the contract even though he shall hold himself out as acting as agent for a principal and despite him having purported to sign the order form in a representative capacity so that the liability of the agent and principal shall be joint and several. The Customer warrants that he has the authority to bind the principal to the contract as agent on its behalf.

27. DATA

Bennetts shall keep and use any data relating to the Customer in accordance with the provisions of all relevant data protection legislation (GDPR) and the Customer consents to such data being kept and used for appropriate purposes, including informing the Customer of any offers or other matters of interest from time to time.

28. Errors and Omissions Excepted

Every care is taken to ensure that all information on this website is present and correct, although errors may exist. If you find an error or omission, please let us know, and it will be corrected as soon as possible after verification. If errors and / or omissions are present, it is not possible to offer the exact described product at the specified price, so we apologise for any inconvenience this may cause. It is advisable to check both specification and pricing before quoting, ordering or using information provided on this website.

Privacy Policy of www.mvagustayorkshire.co.uk

This Website collects some Personal Data from its Users.

Personal Data collected for the following purposes and using the following services:

Analytics

Google Analytics, Wordpress Stats, Analytics collected directly and Google Analytics with anonymized IP

Personal Data: Cookies and Usage Data

Contacting the User

Contact form

Personal Data: address, city, country, date of birth, email address, first name, last name, phone number and ZIP/Postal code

Mailing list or newsletter

Personal Data: address, city, country, email address, first name, last name, phone number, Usage Data and ZIP/Postal code

Content commenting

Facebook Comments

Personal Data: Cookies and Usage Data

Interaction with external social networks and platforms

Facebook Like button and social widgets, Google+ +1 button and social widgets, Pinterest "Pin it" button and social widgets and Twitter Tweet button and social widgets

Personal Data: Cookies and Usage Data

Interaction with online survey platforms

SurveyMonkey Widget

Personal Data: Cookies and Usage Data

Managing contacts and sending messages

MailChimp

Personal Data: email address

Further information about Personal Data

Realex Payments

Handling payments

Payment processing services enable this website to process payments by credit card, bank transfer or other means. To ensure greater security, this website shares only the information necessary to execute the transaction with the financial intermediaries handling the transaction. Some of these services may also enable the sending of timed messages to the User, such as emails containing invoices or notifications concerning the payment.

Personal Data collected

Various types of Data as specified in the privacy policy of the service.

Privacy Policy

Contact information

Owner and Data Controller

Compliance Governance and Risk Officer

Bennetts Motorcycles Ltd

58-62 Sheffield Road

Barnsley

S70 1HS

Owner contact email: info@bennettsmotorcycles.co.uk