

The following terms of business (the “Terms of Business”) apply to all Agreements between (A) Motorcycle Wiring Specialists (MWS) of Unit 3A, Knightsbridge Business Centre, Knightsbridge Green, Cheltenham, GL51 9TA, and (B) each of MWS’ Customers.

DEFINITIONS

In these Terms of Business:

“Agreement” means any agreement entered into between the Customer and MWS, consisting of a Client and Motorcycle Information Form, the Condition Report and Photographs relating to the Motorcycle(s), the Prices and these Terms of Business, plus any additional written agreements made as between the Customer and MWS;

“Client and Motorcycle Information Form” means the form completed by Customers, setting out their details and the details of any Motorcycles and copies of the Registration Document V5;

“Condition Reports” means the reports detailing the condition of any Motorcycles delivered to MWS;

“Customer” means any person(s) or other entity entering into an Agreement with MWS, and “his/him” means “her/hers” as well as referring to any other entity where the context requires;

“Drop Zone” means the drop zone located at MWS’ Cheltenham facility and used for deliveries and collections by Customers;

“Photographs” means the photographs taken of any Customer’s Motorcycle by MWS at the time of delivery, which shall remain the property of MWS at all times;

“Prices” means the prices for Services provided by MWS, as set out on the website of MWS and updated from time to time, as set out in the Client and Motorcycle Information Form or as agreed with the Customer from time to time in writing;

“Services” means any services provided by MWS, not limited merely to storage of Motorcycles.

SERVICE

MWS’s main business is the provision of high-quality storage facilities for Motorcycles. As part of that process, MWS will generally inspect Motorcycles before accepting them for storage, complete a Condition Report and Photographs.

Payments in respect of Services are payable by the Customer monthly in advance with the first payment becoming due at the time of acceptance of the Customer’s Motorcycle for storage by MWS, with subsequent payments monthly thereafter. The first payment will also include payment for the obligatory inspection as detailed above.

The Customer and MWS may agree any amendments to the Client and Motorcycle Information Form as they see fit and, in the event of any change to the details of the Motorcycle, its substitution for an alternative Motorcycle or the inclusion of additional Motorcycles, these Terms of Business will continue to apply, unless or until they are modified with the written agreement of both parties.

MWS may recommend 3rd party suppliers for the provision of some Services. If a Customer chooses to use a 3rd party supplier for services they are responsible for checking any services provided are fit for purpose and agreeing any works. MWS is not responsible for any payments or disputes between the Customer and the 3rd party supplier.

INSURANCE

The Customer agrees that he/she shall be responsible for insuring his/her own Motorcycle up to its full market value at all times. MWS does maintain a policy of insurance on all Motorcycles in its storage but any claim against MWS is subject to the exemption clauses set out below. It is the responsibility of the Customer to make sure his/her own policy covers him for all risks incurred in putting his/her Motorcycle into storage with MWS.

LIMITATION OF LIABILITY

MWS will not be liable for any loss, whether indirect or direct, whether caused by its own negligence, or that of its employees or agents, and whether the act was intentional, negligent, or reckless, save as set out below. MWS will be liable only to the sum of £100,000 per Motorcycle while such Motorcycle is in storage. This limit is liable to change from time to time and MWS is under no obligation to notify any Customer of such change.

MWS shall not be under any obligation to the Customer for any loss or damage suffered as a result of force majeure or as a result of matters outside the reasonable control of MWS. In the event of any damage or loss being alleged by the Customer, the onus of proof shall be on the Customer to show that such damage or loss has been caused by MWS, and in the case of damage to the Motorcycle shall notify MWS within 7 days of its collection from MWS, time being of the essence of the Agreement, otherwise no liability will attach to MWS for such damage.

MWS shall have no responsibility for damage or loss caused by any defects, mechanical, electrical or otherwise, relating to the Customer's Motorcycle, and shall be under no duty to the Customer either to act on or report on any defects that might be present, whether noticeable or not. The Customer shall hold MWS indemnified against any loss or liability whatsoever or howsoever caused arising out of damage caused by such defects in a Customer's Motorcycle.

The Customer accepts that any use of the Drop Zone is at the Customer's own risk and that MWS shall have no responsibility for any damage or loss relating to the Customer's Motorcycle while that Motorcycle is located inside the Drop Zone.

COLLECTION OR DELIVERY

The Customer may collect his/her Motorcycle during normal working hours on giving MWS 24 hours' notice of his intention to do so, provided no sums are owed by the Customer to MWS. Normal working hours are:

8:30am to 6pm Monday to Friday
10:00am to 3:00pm Saturdays

Requests for delivery of a Motorcycle away from the facility will be dealt with by special arrangement with a 3rd party provider and a charge will be made to administer this service. No liability will attach to MWS for any losses to the Customer as a result using this service, of late or non-delivery, where MWS shows that it used its reasonable endeavours to comply with the Customer's request.

CONTACT INFORMATION

It is Customer's sole responsibility to keep contact details up to date and to notify MWS of any changes to Customer's address or contact information. Any notice or communication required to be given or sent by MWS to Customer in connection with this agreement shall be deemed to be properly given if sent by post addressed to Customer at the last address of which Customer shall have given notice to MWS.

NON-PAYMENT FOR SERVICES

Any payment for Services that is overdue by more than 30 days will incur an interest charge of 6% per annum calculated from the date the payment was due until payment or Order of the Court.

In the event of non-payment, MWS may exercise a lien over any Motorcycle or property in its possession or control, or the control of its sub-contractors, legally or beneficially owned by the Customer or any person that the Customer represents, and whether related to the amount outstanding or not. Such property shall be released only on payment of the amount due, together with the interest and any legal and administrative costs which may have been incurred in recovering the amount due.

In the event that payments remain outstanding for 3 months or more, MWS may take proceedings pursuant to the Torts (Interference with Goods) Act 1977 and, after the provisions of the Act have been satisfied (i.e. notice has been given to the Customer that the Motorcycle must be collected and payment made within a reasonable period), MWS may sell the Motorcycle and any other goods as set out above, and account to the Customer for any balance that may be due to him. If any balance is due to MWS, this procedure shall not prejudice any right of recovery.

TERM AND AMENDMENTS

Any Agreement shall have a minimum term of 30 days and can be amended by MWS at any time on 30 days prior written notice to the Customer. However, subject to such minimum term, MWS or the Customer may terminate the Agreement on notice of 30 days in writing, and MWS shall release the Motorcycle to any person nominated by the Customer on proof of his identity, provided all sums due to MWS have been paid in cleared funds. Where notice

has been given under this clause, the Motorcycle may be removed by the Customer at any point during the notice period (provided 24 hours prior notice shall have been given), provided that any sum due to MWS, including payment for the notice period has been received in cleared funds. Where MWS has terminated this Agreement the same applies, but if the Motorcycle has not been removed by the end of the 30-day period, it must be removed within 48 hours, or MWS shall be entitled to invoke the procedure set out above forthwith.

An Agreement, if not made with the Customer present on the premises of MWS, may be subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014 and if so the Customer has the right to cancel the Agreement within 14 days of the date thereof, unless the Services have commenced within that period, and is entitled to the refund of any money paid.

DISAGREEMENTS

Although it is hoped that any disagreement between MWS and the Customer shall be resolved amicably, if it cannot, the Agreement shall be interpreted in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction in determining any questions arising from it.

FORCE MAJEURE

MWS shall in no event be responsible for any delay or failure in performance of any obligations under an Agreement resulting from circumstances beyond its reasonable control.