

CHRISTOPHER SNOWDEN

t/a BIKE MOVER UK

Contract

- 1** The terms of the contract between Christopher Snowden trading as Bike Mover UK (BMUK) and the individual or individuals who instructed BMUK to carry the Motorcycle or Motorcycles (respectively “the Consignor” and “the Motorcycles or Motorcycles”) are contained in these terms and conditions (“these T&Cs”) as modified by any oral agreements made between the parties, which, to the extent of any inconsistency, shall take precedence over these T&Cs.
- 2** Each instruction for the collection of a Motorcycle or Motorcycles from a single location shall be the subject-matter of a separate contract of carriage (“the Contract”)
- 3** BMUK will collect the Motorcycle or Motorcycles from one specified location (“the Collection Point”) to another (“the Delivery Point”) as instructed by the Consignor.
- 4** BMUK will collect the Motorcycle or Motorcycles at the Collection point and deliver the Motorcycle or Motorcycles to the Delivery Point in substantially the condition in which they were at the time when they were made available for collection at the Collection Point and, in each case, on the date and at the approximate time agreed with the Consignor for the collection and delivery of the Motorcycle or Motorcycles, unless due to unforeseen circumstances the collection and delivery of the Motorcycle or Motorcycles are, or have to be delayed.
- 5** The Consignor will make all necessary arrangements for the Motorcycle or Motorcycles to be made available for collection by BMUK at the Collection Point and to be received by the Consignor or a person authorised on his/her behalf at the Delivery Point in each case on the date and at the approximate time agreed with the Consignor for the collection and the delivery of the Motorcycle or Motorcycles, unless due to unforeseen circumstances the collection and delivery has to be delayed.
- 6** The Consignor will declare on first contact that the Motorcycle or Motorcycles are in road worthy condition, free from any crash damage which would inhibit the Motorcycle or Motorcycles to roll or be pushed freely onto the loading vehicle, failure to do this can result in collection not being carried out and the Consignor being liable for the full amount of the delivery .

- 7** The Consignor warrants that the Motorcycle or Motorcycles are the property of the Consignor or the Consignor has the authority of the owner to enter into the Contract with BMUK for the carriage of the Motorcycle or Motorcycles.
- 8** The Consignor warrants that the Motorcycle or Motorcycles are not of a kind in respect of which BMUK could incur any criminal or civil liability by reason of carrying Motorcycle or Motorcycles pursuant to the terms of the Contract.
- 9** The Consignor will inspect the Motorcycles or Motorcycles and will assert any claim for damage to the Motorcycle or Motorcycles upon delivery.
- 10** BMUK charge for the carriage of the Motorcycle or Motorcycles shall be the sum agreed between BMUK and the Consignor before collection of the Motorcycle or Motorcycles save that if, on arrival at the Collection Point, BMUK forms the reasonable opinion that the Consignor did not provide an accurate description of the Motorcycle or Motorcycles BMUK shall be entitled to substitute for the agreed charge a higher charge and, if that is not agreed, to terminate the Contract without liability.
- 11** BMUK's charges will be paid cash on delivery or bank transfer prior to delivery unless a different method of payment has been agreed between BMUK and the Consignor.
- 12** In the event that any bill is not paid on its due date, BMUK will be entitled to charge interest on the overdue amount at the rate per annum of 8% from the date of delivery of the bill to the date on which the payment is made. Such interest will accrue daily.
- 13** No provision of the Contract will limit any liability of BMUK caused by fraud, fraudulent misrepresentation or reckless disregards of professional obligations or in any other situation where the law prevents BMUK from excluding or limiting his liability, including any liability in respect of death or personal injury caused by negligence.
- 14** In all other cases, and unless otherwise agreed between parties in writing, BMUK limits his liability for any claim or claims made in respect of any negligence and/or breach of contract in relation to the Motorcycle or Motorcycles to the lower of the costs of the repair or replacement, taking into account the condition of the Motorcycle or Motorcycles immediately prior to their loss or damage and subject to a maximum of £10,000.
- 15** In the event and notwithstanding the obligation on the Consignor in condition 9, BMUK will have or incur no liability whatsoever for any damage to the Motorcycle or

Motorcycles unless a claim is notified in writing within 7 days of delivery of the Motorcycle or Motorcycles, time being of the essence for this purpose.

- 16** BMUK's liability in relation to the Motorcycle or Motorcycles will exclude all indirect or consequential loss or damage (including loss of profits).
- 17** BMUK shall have no liability for any loss or damage arising from the effect of any event of force majeure
- 18** BMUK may terminate the contract, without liability, in any circumstances described in Condition 10 and otherwise for good reason and on reasonable notice.
- 19** The Consignor is recommended to insure the Motorcycle or Motorcycles as his/her property and complete relevant V5 documentation prior to collection.
- 20** No provision of these T&Cs is intended to be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999
- 21** To the extent that any provisions of the Contract may be held by any court or other competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of the Contract and the remainder, if any, of the provision in question shall be unaffected.
- 22** The Contract shall be governed by English law. BMUK and the Consignor each hereby irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute which may arise from or in relation to the Contract.