



# Terms

## **X BLADE MOTORBIKES Limited Terms & Conditions**

This website ([www.xblade.co.uk](http://www.xblade.co.uk)), is owned and operated by X Blade Motorbikes Limited (Company Number: 7781676) whose registered office is at 248 Martin Way Morden SM4 4AW.

Please Note: The Manufacturers warranty for XBlade Motorbikes covers the scooter FRAME, ENGINE & TRANSMISSION. The warranty is from Fast Global Supplier, who supplies X Blade Motorbikes with their stock.(Please read warranty terms)

1. X Blade Motorbikes allows you to use this website subject to the terms and conditions set out below. By accessing this website, you indicate your agreement to be bound by these terms of use.

2. X Blade Motorbikes is required under the UK Data Protection Acts 1984 and 1998 to comply with the conditions concerning the storage and disclosure of personal information relating to any user of this website in order to prevent access by unauthorised parties. X Blade Motorbikes uses the information that we hold about you to process your enquiries. Information collected on the placing of an enquiry or order will include your name, telephone number, email address, address, and if applicable any information about your requirements. This allows X Blade Motorbikes to deal with your request. X Blade Motorbikes does not store credit card details and does not share customer details with third parties (excluding relevant authorities).

3. X Blade is a trading name of X Blade Motorbikes Limited. Such trading name may not be used in connection with any product or service that is not the property of X Blade, in any way that is likely to cause confusion among clients, or in any manner that disparages or discredits X Blade.

4. You confirm that you are over eighteen (18) years of age. In order to purchase a motorised vehicle through the X Blade website you must be a minimum of eighteen (18) years old. If you place an order and are

subsequently found to be under (18) years of age X Blade reserves the right to cancel the order at any time.

5. By placing an order on this website you agree to buy the goods at the price (plus VAT and delivery costs) detailed at the time of the order (subject to clause 6 below) for delivery on the delivery date given at the time of order (subject to all delivery times being approximate and subject to factors outside of X Blade's control).

6. Cancellation by X Blade:

6.1. X Blade reserves the right to cancel any order between/by you if:

- (a) X Blade has insufficient stock to deliver the goods you have ordered
- (b) X Blade do not deliver to your location; or
- (c) One or more of the goods you ordered was listed at an incorrect price on this website, or there were any other errors made in the description of the Goods on this website.

6.2 If X Blade cancels your order X Blade will notify you by email or telephone and will re-credit to your account any sum deducted by X Blade from your credit or debit card as soon as possible but in any event within 15 days of your order. X Blade will not be obliged to offer any additional compensation for disappointment or other losses of any kind suffered by you.

6.3 Whilst X Blade tries to ensure that all prices on this website are accurate, errors may occur. If X Blade discovers an error in the price of goods you have ordered X Blade will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If X Blade are unable to contact you X Blade will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund (subject to clauses 7.4 – 7.7). X Blade shall be under no obligation to fulfil an order for goods advertised at an incorrect price.

6.4 X Blade shall not be liable for any special, indirect or consequential damages or any damages whatsoever arising from loss of data or profits whether in contract, negligence or in tort arising out of or in connection with the use or performance of information available from this website.

## 7. Your right to cancel the contract

7.1 You may cancel your contract with X Blade for the goods you order at any time up to the end of the 15<sup>th</sup> day (inc. bank holidays and weekends) from the date you receive the goods. You do not need to give X Blade any reason for cancelling your contract nor will you have to pay any penalty (subject to clauses 7.4-7.7).

7.2 To cancel your contract you must notify X Blade in writing via email to [info@xblade.co.uk](mailto:info@xblade.co.uk). All returns must be approved and if eligible for a refund a reference number will be supplied.

7.3 If you have received the goods before you cancel your contract then you must send the goods back to X Blade's contact address at your own cost and risk. If the goods have been dispatched before you cancel X Blade will organise collection at your own cost and such cost which will be the same as the original delivery price paid by you. If you have not unpacked or assembled the goods before you cancel the contract, then you must not unpack or assemble the goods. If you have assembled the goods but not used, or have not registered them before you cancel the contract then you must disassemble the goods so that they are in the same state that they were on arrival and you must repackage the goods for their return delivery in the original packaging that was provided upon delivery. You must contact X Blade immediately when the goods are ready for return on; 0208 540 6580, and X Blade will organise collection at your own cost and such cost which will be the same as the original delivery price paid by you. You have a legal obligation to take reasonable care of the goods at all times while they are in your possession. If you fail to take reasonable care of the goods X Blade shall be entitled to compensation for any damage caused by that failure, or have the right to refuse the return.

7.4. You are entitled to examine the goods prior to making any decision to cancel the contract.

7.5 You will not be permitted to cancel the contract if you have registered the goods with the DVLA

7.6. If X Blade finds that the goods have not been returned to X Blade in unused condition with original packaging, we reserve the right to refuse the return of the goods. This applies also if the goods (scooters) have been registered by the customer.

7.7. Once you have notified X Blade that you are cancelling your contract, any sum debited by us from your credit or debit card or by any other means of payment will be re-credited to your account as soon as possible and in any event within 15 days of your order PROVIDED THAT the goods in question are returned by you and received by X Blade in the unused and unregistered condition they were in when delivered to you. If you do not return the Goods delivered to you or do not pay the costs of delivery X Blade shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

7.7. These provisions govern only your right to cancel the contract in circumstances where there are no faults with the Goods and delivery has been effected by post and you are a consumer. These provisions will not apply if you collect any goods from our premises or you are a business customer. It does not affect any rights that may arise in the event that there are faults with the Goods. These provisions do not affect your statutory rights.

7.8 If you elect to have the Goods customised an order for Goods cannot be cancelled and becomes binding and non refundable once you have approved the customisation.

7.9 Orders for customisation of Goods made after the initial order for Goods become non-refundable once the customisation has been approved by you.

8. Risk and responsibility for any goods ordered passes on the earlier of delivery or collection.

9. X Blade Motorbikes are not registered by X Blade, which means they are not road legal until you have registered the scooter after having purchase and received it, and therefore you cannot drive goods away from X Blade storage facility if you choose to collect goods in person.

9.1 X Blade is not responsible for the registration of goods. It is your responsibility to register goods with the DVLA when you receive them, in order to ensure they are road legal.

10. All our used scooters and motorbikes come with standard 30 day "return to base" parts and labour warranty. The customer is responsible for all carriage charges on this warranty. It is the customer's responsibility to arrange and pay for transport both ways. If for any reason customer is unable to return the vehicle to 248 Martin Way, Morden, Surrey, SM4 4AW, we will offer a parts only warranty. We will not pay any claim for labour charges for any vehicle repair. We do not offer a collection or re-delivery service. The warranty starts from date of purchase.

11. X Blade may amend these terms and conditions from time to time and place the new version on this website. Any purchases made via this website will be subject to the terms and conditions that are in place at the time when that purchase is made, regardless of any terms and conditions that were in place before or which are put in place after. We may amend these terms and conditions without notice. Your continued use of this website following X Blade's posting of any changes will constitute your acceptance of such changes.

12. These terms and condition, together with the current website prices, delivery details, contact details, privacy policy and other general information on the website, contain the whole agreement relating to the supply of the goods to you by X Blade and supersede and replace any prior written or oral agreements, representations or understandings

between you and X Blade. The parties confirm that they have not entered into the contract on the basis of any representation that is not expressly incorporated in writing into these terms and conditions. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

13. No failure or delay by X Blade in exercising any right, power or privilege under these terms and conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights and remedies provided by law

14. If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions

15. The validity, construction and performance of these terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which both you and we submit

16. A person who is not a party to these terms and conditions has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that act.