

BEST BIKE BID LTD - VENDOR TERMS AND CONDITIONS

1. OVERVIEW

These are the Terms and Conditions (the “**Terms**”) for Best Bike Bid Ltd (“**we**”, “**us**”, “**our**”). These Terms set out the basis on which we agree to make available our online vehicle marketplace platform accessible via www.bestbikebid.com or otherwise from time to time (the “**Platform**”) to vendors.

The Platform has been provided to facilitate the valuation of motor vehicles (“**Vehicles**”) and make such Vehicles available for auctioning and sale to motorcycle dealerships (“**Dealers**”) via the Platform. The ability to use the Platform and the valuation and auctioning services provided and facilitated by us via the Platform shall be together known as the services (the “**Services**”).

We may amend these Terms (and any of our other policies) from time to time to reflect updates to our Services. Every time you wish to use the Platform or accessed any Services from us, please check these Terms to ensure you understand the terms that apply at that time.

2. COMPANY INFORMATION AND CONTACT DETAILS

We are a company registered in England and Wales with company number 14747171 and whose registered office is at Acorn Barn, Ribchester Road, Clayton Le Dale, Blackburn, Lancashire BB1 9EY.

You can contact us by:

- emailing, at seller@bestbikebid.com; or
- by writing to us at Acorn Barn, Ribchester Road, Clayton Le Dale, Blackburn, Lancashire BB1 9EY.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us on your profile.

When we use the words "writing" or "written" in these Terms, this includes emails but not fax.

3. PRIVACY POLICY

When you access the Services, we may pass your information to Dealers and other third parties.

We will only use your personal information as set out in our Privacy Policy. This explains how we may use or process any personal information we collect from you, or that you provide to us.

Our Privacy Policy is available at www.bestbikebid.com.

4. FORMATION OF CONTRACT

Should you wish to use and access the Services, you can do so by submitting an online application to us (“**Application**”) via the Platform.

By submitting an Application, you agree that you are:

- aged 16 or over; and
- legally capable of entering into contracts.

We will, at our discretion, decide whether to accept or refuse your Application. Your Application will only be accepted at the earlier of our:

- email confirmation to you (to the email address provided to when submitting the Application); or
- commencement of the Services,

at which point a contract will come into existence between you and us.

Subject to the acceptance of your Application above, an online account will be created for you. During the contract, you agree that you shall keep your account details safe and keep a secure password for your use of the Services of the Platform.

If any of the information which you provided within your Application changes at any time during the duration of the contract you must notify us of this fact. At this stage we will assess whether this affects our ability to provide the Services, and/or update your account details as applicable.

The Platform is used solely for the promotion of our Services in the United Kingdom. Unfortunately we do not provide Services outside the United Kingdom.

5. GRANT OF LICENCE

All patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, [rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("**Intellectual Property Rights**") arising out of or in connection with the Services shall be owned by us.

Subject to the above, we shall grant to you a non-exclusive, non-transferable, non-sublicensable, revocable, licence to use our Intellectual Property Rights listed above strictly to:

- receive the Services and the Platform from time to time; and
- make available Vehicles on the Platform.

You shall at all times, prevent any infringement of our Intellectual Property Rights and shall notify us immediately if you become aware of any potential or alleged infringement.

You agree that you will not re-assign, or permit any third party to use the licence granted to you. If we become aware that you have permitted third party access to, or you have transferred or sub-licensed your rights under these terms, we shall immediately:

- revoke any license granted to you;
- suspend the Services and/or use of the Platform; or
- terminate this contract.

You agree to grant us a non-exclusive, royalty free, irrevocable licence to use Intellectual Property Rights in connection with your materials, content, logos, information or other materials used in connection with or receipt of the Services ("**Vendor Materials**") for the purpose of:

- performing the Services;
- operating the Platform; and
- promotional and marketing purposes.

This includes using photographs that you upload or provide, and making them available for Dealer's to view. We will also be allowed to keep a copy of any Vendor Materials to upload in our marketing materials, sales catalogues and other subsequent uses.

6. THE VENDOR SERVICES

The Services may compromise:

- vehicle valuation services; and
- the bidding services,

which are further outlined below.

We may provide the Services to you until either you end the contract or we end the contract by written notice to you.

Any promotional material appearing on the Platform are for illustrative purposes only. Nothing on this Website shall constitute advice, financial or investment advice.

If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract.

We may suspend the supply of Services in order to:

- deal with technical problems or make minor technical changes;
- update the Services to reflect changes in relevant laws or regulatory requirements; or
- make changes to the Services.

We will contact you in advance to tell you we will be suspending our supply of the Services unless the problem is urgent or an emergency. You may contact us to end the contract for the Services if we suspend it, or if we tell you we are going to suspend it (please see clause 11, Your Rights to End the Contract).

We also reserve the right to stop providing a Service. We will let you know in advance if we choose to do so, and let you know which Services will no longer be available.

VALUATION SERVICES

We may provide you with a vehicle valuation (“**Valuation**”) as part of the Services. Any vehicle valuations are made in accordance with the valuation tool, which is made available via the Platform.

In order to obtain a Valuation, you must first submit the Vehicle registration plate and mileage details , as prompted on the Platform. Where prompted, you may be required to submit further information in order to obtain a Valuation, including Vehicle photos, log books, service history, finance arrangements, insurance details, and additional vehicle information (together “**Vehicle Information**”). You hereby warrant and represent that you have verified all Vehicle Information and that any Vehicle Information provided by you is complete and detailed in full, true and accurate, and not misleading.

The Valuation will be provided to you to the email address provided by you in writing. We shall not be responsible for the outcome of any Valuation, and you acknowledge that any Valuations provided are estimate only, based on the Vehicle Information provided by you. Any Valuation will not amount to any Vehicle price guarantee, and does not represent any offers which may be made by a Dealer. You acknowledge that any off made by a Dealer may be either higher or lower than the estimated Valuation.

RESERVE PRICE

Before your Motorcycle is Approved for Sale, a Reserve Price is to be agreed between yourself and the Best Bike Bid Team. The Reserve Price is a value that you are happy to sell your Motorcycle for. If a Bid is placed on or over the Agreed Reserve Price, then your Motorcycle will be automatically sold.

BIDDING SERVICES

You may place the Vehicle on the Platform and make it available for Dealers to view, and where applicable for Dealers to submit or make offers to purchase the Vehicle (“**Bids**”) during a period specified on the Platform (“**Bidding Period**”). We make no warranties or representations any offer submitted by the Dealer will meet or exceed any Vehicle Valuation.

If you are making a Vehicle available on the Platform, you hereby warrant, represent and undertake that you are the legal owner of the Vehicle, or where you are making the Vehicle available on behalf of a third party, that you have the requisite permissions and consent necessary. You shall provide us a written copy of the consent if requested by us.

We intend to create a Platform which enables Dealers to find what they are looking for. Any appearance or placement of Vehicle listings will depend on a number of factors, including your location, Vehicles listed, Dealers history, and the Dealer’s required specification.

We may provide you with optional recommendations to consider when making your vehicle available on the Platform. These recommendations may be based on aggregate sales and the performance history of similar sold listings. These are recommendations only and you are not obliged or required to follow these.

The Bidding Process

You are not obliged to accept any Bid during the Bidding Period unless your reserve price is met. We shall not be responsible for verifying any Bid, including its accuracy and completeness, or whether the Bid represents the true value of the Vehicle. You are responsible for verifying whether the Dealer has sufficient funds to satisfy any Bid.

The Bid is an offer by the Dealer to purchase the Vehicle, and the Dealer may at any time during the Bidding Period (providing that it has not been accepted) withdraw its Bid. Where you accept a Bid during the Bidding Period, you must notify the Dealer in writing, at which point a vehicle sales contract ("**Vehicle Sales Contract**") shall come into existence between the parties.

If you have not accepted a Bid (outlined above) you may, at the end of the Bidding Period, submit a second chance offer to the Dealer ("**Second Chance Offer**"). The Second Chance Offer is an offer which is capable for acceptance, which the Dealer may accept at its sole discretion. In the event that the Dealer accepts the Second Chance Offer, it shall notify you in writing, at which point a Vehicle Sales Contract shall come into existence.

We advise that you obtain professional and legal advice in relation to the Services and prior to entering into any Vehicle Sales Contract with the Dealer.

The Vehicle Sales Contract

Where a Vehicle Sales Contract comes into existence between the parties, you must notify us immediately in writing. You are responsible for ensuring that any Vehicle Sales Contract complies with all applicable laws, and that it does not provide you with rights more favourable than those outlined in these Terms.

We shall not be a party to any Vehicle Sales Contract, and you shall not seek to incorporate us as a party thereto. We shall not be responsible or liable for either party failing to perform any of its terms.

You shall notify us immediately in writing of the agreed vehicle purchase price ("**Purchase Price**"). In the event that any Vehicle is subject to any third party finance arrangement, subject to the Dealer paying any outstanding finance due and payable on the Vehicle, you hereby agree and acknowledge to reduce the Purchase Price to reflect any sums paid by the Dealer.

We shall not be responsible for the delivery or transportation of any Vehicle. You are solely responsible for making any appropriate delivery arrangements with the Dealer. You must notify us as soon as possible that delivery has taken place, whether such delivery is made by you, or via courier or collection from the Dealer.

7. YOUR OBLIGATIONS

During the performance of this Contract, you agree to comply with our Website Terms of Use, which is made available via www.bestbikebid.com.

You're responsible for the Vehicle Information which is provided on the Platform.

You shall not:

- provide any information, facts, omissions, statements, materials or Vehicle Information which is falsified or found to be inaccurate, untrue or misleading; or
- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or
- access all or any part of the Services in order to build a product or service which competes with the Services; or

- use the Services and/or Platform to provide services to third parties; or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or
- unless you have prior written consent from the registered Vehicle owner, use the Platform to value or sell any Vehicle which you do not own.

8. PRICE AND PAYMENT

The Services are made available to you free of charge.

Any fees payable to us in connection with each Vehicle shall be calculated in accordance with a percentage of the total Vehicle Purchase Price (as notified on the Platform) and shall be payable by the Dealer.

9. IF THERE IS A PROBLEM WITH THE SERVICES

If you have any questions or complaints about the Services, please contact us.

We are under a legal duty to supply the Services that are in conformity with this contract. For detailed information on your key legal rights please visit Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these Terms will affect your legal rights.

10. YOUR RIGHTS TO END THE CONTRACT

You can contact us to end your contract for the Services at any time.

In addition to your rights to cancel under clause 9 Cancellation Rights, you may also have a right to terminate the contract in the following circumstances:

- if you want to end the contract because of something we have done or have agreed in writing that we are going to do (an example here is where we have agreed to do something and we have failed to comply with that agreement); or
- otherwise where we have breached our obligations under the Consumer Rights Act 2015 (to supply Services with skill and care) and associated laws.

In order to determine whether we have failed to supply the Services in conformity with this contract, we may ask you to suspend your use of the Services in question in order for us to carry out an internal investigation. Where we accept that we have failed to conform with the contract, we will notify you in writing within 14 days.

Where we do not accept that we have failed to conform with the contract, we will inform you in writing. Please note that if we do not accept that we have failed to conform with the contract, this does not restrict your right to further escalate such complaint further. We would recommend that you seek legal and practical advice regarding the legal procedure prior to doing so.

Nothing in these Terms seeks to limit or restrict our legal obligations or your rights under the Consumer Rights Act 2015.

11. YOUR RIGHT TO CHANGE YOUR MIND

For Services offered by us online, you have a legal right to change your mind. If you wish to change your mind about the Services, you must let us know no later than 14 days after we have issued our email confirmation to you accepting your Application.

You can't change your mind to receive the Services once the Services have been completed.

To let us know you would like to change your mind, contact us at seller@bestbikebid.com or fill in our Model Cancellation Form.

12. OUR RIGHTS TO END THE CONTRACT

We may end the contract at any time and at our absolute discretion by providing notice in writing to you. Specific examples of where we may end the contract are where you:

- do not, within a reasonable time, allow us to deliver the Services to you; or

- act unreasonably or in an obstructive manner when we attempt to deliver the Services to you; or
- do not provide us with the information necessary to perform the Services; or
- fail to provide us with a copy of the Vehicle Sales Contract or details of the Vehicle Purchase Price.

If we end the contract in the situations set out above, we will remove your access to the Services and remove your user account, as applicable.

13. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE EXERCISING CANCELLATION RIGHTS)

To end the contract with us, please let us know by writing to us at seller@bestbikebid.com. Please provide your name, home address, details of your online account, your phone number and your email address.

14. RESPONSIBILITY FOR LOSS OR DAMAGE

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to supply Services with reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Another example would be where the loss would have been avoided by you taking reasonable action.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose you hereby waive your rights as a consumer and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity howsoever arising, as described in our Dealer Terms and Conditions (a copy of which is available at www.bestbikebid.com).

15. OTHER IMPORTANT TERMS

- We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

16. WHICH LAWS APPLY IN THE EVENT OF A DISPUTE?

Please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the Courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland and you may also bring proceedings in Northern Ireland, and if you are a resident in Scotland, you may also bring proceedings in Scotland. You may wish to

attempt to resolve any dispute without resorting to legal proceedings, and in such instance alternative dispute resolution may be used.

MODEL CANCELLATION FORM

(Complete and return if you would like to cancel the contract)

To: Best Bike Bid Ltd, a company registered in England and Wales with company number 14747171 and whose registered office is at Acorn Barn, Ribchester Road, Clayton Le Dale, Blackburn, Lancashire BB1 9EY.

I hereby give notice that I cancel my contract for the supply of Services and wish to remove my vendor account:

Created on:

Name of vendor:

Address of vendor:

Signed:

Date: