**mono motorcycles & vehicle security terms and conditions.**

**Valid from 19th January 2018. This document can be altered and updated at the sole discretion of mono motorcycles & vehicle security.**

**Consumer Transactions**  
Nothing herein contained is intended to affect, nor will it affect, a Consumer’s statutory rights under The Consumer Rights Act 2015, Consumer Protection Act 1987 or any amendments thereof or statutory additions thereto.

**In these Terms and Conditions:**  
“*Contract*” shall mean the contract between mono motorcycles & vehicle security and the Customer.

“*Customer*” shall mean the person, identified in or by means of the Contract as authorising contracted works, goods or services.

1. **Formation of Contract**  
   All works will be undertaken and all goods supplied by mono motorcycles & vehicle security subject to these terms and conditions and, subject to the statement on Consumer Transactions above, no other terms, conditions or warranties are to be implied into the Contract unless expressly accepted in writing by an authorised representative of mono motorcycles & vehicle security.

**2. Quotations and Estimates**  
mono motorcycles & vehicle security shall only be bound by prices quoted in writing.

Where mono motorcycles & vehicle security provides a written quotation to a Customer, that quotation shall be available for acceptance by the Customer for a maximum period of fourteen days, unless otherwise expressly agreed in writing by an authorised representative of mono motorcycles & vehicle security. mono motorcycles & vehicle security may by written or oral notice withdraw any quotation at any time prior to the Customer’s acceptance.

Where mono motorcycles & vehicle security provides the Customer with an estimate for any works to be undertaken or goods supplied, such estimate shall be provisional only and will be subject to variation in the price of parts, materials, labour or other costs and charges where any such may increase between the date of estimate and the completion of the works or the supply of the goods by mono motorcycles & vehicle security. Furthermore, in the case of service and repair, any estimate will also be dependent upon any further works or parts identified as being necessary by mono motorcycles & vehicle security.

mono motorcycles & vehicle security reserves the right to make a charge with respect to any estimate provided to a Customer or their authorised agent.

**3. Payment**  
Unless otherwise agreed in writing, the Customer must pay for all repairs, services, parts, accessories or other goods in full at or before collection. Payment is due on completion of services. Payment must be made via bank transfer, card payment or cash (only if agreed prior to works being commenced). If you choose to pay via bank transfer, this must be completed prior to collection of the motorcycle & before the goods are released to you. The Customer made be asked for proof of the bank transfer, prior to the release of your goods. mono motorcycles does not accept cheque payment. All product & service payments will have been agreed between mono motorcycles & vehicle security & the Customer. Payment is in accordance with the works & services completed on the named invoice only. Any subsequent issues arising, will not be covered by the named invoice & will incur further costs, unless proven otherwise. Any advisories on the named invoice are the sole responsibility of the customer & are not the responsibility of mono motorcycles & vehicle security. If payment is not made upon completion of works, mono motorcycles & vehicle security may refuse to release the Customer’s vehicle or ordered goods until payment is received in full.

No disputes arising under the Contract, nor delays beyond the reasonable control of mono motorcycles & vehicle security, shall interfere with prompt payment in full by the Customer.

mono motorcycles & vehicle security, without prejudice to any other rights, reserves the right to charge interest on overdue accounts at the rate of 2.5% above the minimum lending rate of mono motorcycles & vehicle security bankers applicable from time to time.

**4. Deposit**  
mono motorcycles & vehicle security reserves the right to require the Customer to pay a deposit on the ordering of goods or contracting for services, such deposit to be determined by mono motorcycles & vehicle security at the time of order or contract.

Works quoted at £200+, will be required to have a non-refundable deposit of £50 paid prior to commencement. This amount will be adjusted against the final invoice amount. Failure to provide a deposit where one is requested, will delay commencement of works to the Customer’s vehicle.

If the Customer shall fail to pay for the goods or services as supplied by mono motorcycles & vehicle security within 3 working days of notification that the same are available for collection or supply, mono motorcycles & vehicle security shall be entitled to treat the Contract as repudiated by the Customer. In this event mono motorcycles & vehicle security may retain any deposit or part thereof without prejudice to mono motorcycles & vehicle security rights, to recover from the Customer by way of damages any loss or expense which mono motorcycles & vehicle security may suffer or incur by reason of the Customer’s default and mono motorcycles & vehicle security shall be entitled to dispose of any parts or accessories as they shall think fit and shall not be under any liability to account to the Customer for the price received for such goods or for the said deposit.

**5. Vehicle Safety**  
mono motorcycles & vehicle security reserves the right to refuse to carry out any repairs, servicing or other works on any vehicle which, in their sole opinion, they consider to be un-roadworthy or unsafe. Furthermore, mono motorcycles & vehicle security may refuse to carry out any works which may, in their sole opinion, render a vehicle unsafe or which may otherwise have a detrimental effect on other parts of the vehicle.

mono motorcycles & vehicle security reserves the absolute right to refuse to hand back to the Customer any vehicle, which it considers, in its sole opinion, to be un-roadworthy or unsafe and where it has reasonable cause to believe that such vehicle may be used on the public highway.

Where mono motorcycles & vehicle security is undertaking works for the Customer and identifies, in its sole opinion, a need for further essential safety related repair, the Customer will be advised accordingly and notified in writing via invoice documentation and or email. Should the Customer refuse to authorise such further repair, mono motorcycles & vehicle security reserves the right to arrange for the vehicle to be transported to the Customer’s home address at the Customer’s cost.

**6. Collection & delivery**

mono motorcycles & vehicle security will only release the vehicle to the Customer after repairs are completed, unless it is requested by the Customer to release the vehicle to the Customer’s agent.

If in the event a customer is unable to collect their vehicle, a collection & delivery service will be in place. This service will incur an additional cost, agreed prior to works commencing between the Customer and mono motorcycles & vehicle security.

**7. Storage**  
If the vehicle is not collected, or arrangements are not made for its collection after completion of the work has been notified in writing within 5 days of notification, daily storage charges at the rate applicable at the time of expiry of the said notice may be imposed as if the vehicle repaired had been left for storage. A daily charge of up to £25.00 per day may be imposed if the vehicle is not collected within the stated time frame. This provision may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.

**8. Lien**

mono motorcycles & vehicle security reserves the right to hold a vehicle after the completion of its repairs until such time as the account is paid in full.

With respect to uncollected vehicles, mono motorcycles & vehicle security may exercise its rights under the Torts (Interference with Goods) Act 1977 and if the goods are not collected when the work is completed, or before any notice to this effect expires, mono motorcycles & vehicle security may proceed to sell the vehicle subject to any notice under the Act.

In this event, the vehicle will be sold at best market price and after deduction of the cost of repair, plus other charges and expenses incurred by mono motorcycles & vehicle security, the balance will be returned.

**9. Sub-Contract**  
mono motorcycles & vehicle security reserves the absolute right, exercising its sole discretion, to arrange for any repair, service or other works to be undertaken by other competent parties. mono motorcycles & vehicle security shall not be obliged to disclose to the Customer any details of any such repair, service or other works so sub-contracted.

**10. Affiliations**

Daniel Morris of mono motorcycles & vehicle security is a Thatcham Approved and authorised installer of Scorpion Automotive and DATATOOL products. All security products fitted by mono motorcycles & vehicle security are covered by a workmanship warranty only. Any issues arising with the mechanical/electrical workings, issues with the Scorpion Automotive or DATATOOL App or GPS failure, comes under the Scorpion Automotive or DATATOOL warranties and must be addressed directly to them, not mono motorcycles & vehicle security. Any questions or queries regarding subscriptions for Scorpion Automotive or DATATOOL products, must be directed to the companies respectfully.

**11. Replacement Parts**

All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim, become the property of mono motorcycles & vehicle security unless the Customer requests their return prior to the commencement of repairs. Parts to be returned to the Customer will be retained for a maximum period of 7 days from the date the machine is collected, after which time they will be disposed of.

**12. Delays & Force Majeure**

mono motorcycles & vehicle security will use its best endeavours to complete the repair, service or other works by the date and time requested by the Customer. In the case of ordered parts or accessories mono motorcycles & vehicle security will, likewise, use its best endeavours to ensure availability of the same by the date and time requested. However, mono motorcycles & vehicle security can offer no guarantee with respect to the provisions of this clause and cannot accept responsibility for delay resulting from the non or late availability of parts, spares, accessories or other reasons beyond its control.

In the event of the performance of any obligation accepted by mono motorcycles & vehicle security being prevented, delayed or in any way interfered with by any direction of government or other competent authority, industrial dispute, strike, breakdown of plant or machinery, accident, fire or by any other cause beyond mono motorcycles & vehicle security’s reasonable control mono motorcycles & vehicle security may, at its sole option, suspend performance or cancel its obligation under the Contract without damage or consequential loss arising.

**13. Liability**  
mono motorcycles & vehicle security will take reasonable care of any vehicle in its custody. This duty will not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to commencement of any repair or other contracted works.

Whereby agreement with, or on the instructions of the Customer, the vehicle is left outside mono motorcycles & vehicle security’s premises, before or after normal business hours, on an unfenced part of the said premises, any risk or loss or damage however occasioned will be the Customer’s responsibility.

**14. Guarantee**  
mono motorcycles & vehicle security will guarantee all repair works against failure due to faulty materials or workmanship for a period of 30 days or 250 miles, whichever first occurs, provided that the vehicle is taken back to mono motorcycles & vehicle security, or to a third party repairer as expressly authorised by mono motorcycles & vehicle security. This will not affect the Customer’s statutory rights.

Any parts, spares or accessories fitted or supplied by mono motorcycles & vehicle security will be entitled to the benefit of any warranty given by the manufacturers of any such items.

Normal servicing items such as spark plugs, oil & filters are not covered by the mono motorcycles guarantee. Furthermore, items which are expected to wear as part of their normal function such as tyres, bulbs, chains, brake pads & clutch plates are also excluded, unless proven to be a manufacturing defect.

**Guarantee addendum:**  Carburettors. Due to the nature of carburettors, mono motorcycles are unable to say categorically that the stripping (despite best practises are adhered to at all times) & cleaning of carburettors will clear & or fix carburation issues. Although best practises are adhered to at all times.

Front fork seals are not covered by the mono motorcycles guarantee being subject to wear & tear (particularly stone damage to inner fork tubes).

**15. Notices**   
Any notice given hereunder may be served personally or be left at the last known residence or place of business of the Customer, or may be sent by first class post, in which case notice shall be deemed to have been received by the Customer on the first working day after posting.

**16. Cancellation policy**

In the event that the Customer cancels a booking without 24 hours prior notice, a cancellation fee might be charged. This fee will be charged at 50% of the original quoted works and will be expected to be paid immediately. Failure to pay the cancellation fee, may incur additional charges being levied against the Customer at an additional 10% per day for the fee not being paid. mono motorcycles & vehicle security appreciate there are times when cancellation is unavoidable due to personal and unforeseen circumstances, however, if the Customer cannot provide a reasonable time frame for cancellation, these charges may be incurred.

**17. Severability**  
In the event of any provision of these terms and conditions being or becoming void in whole or in part the other provisions of these terms and conditions shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these terms and conditions.

**18. Legal**  
The Contract shall be governed and interpreted exclusively according to English Law and shall be subject to the exclusive jurisdiction of the English Courts.

**In brief:**  
All goods supplied and services provided are subject to the standard terms and conditions of mono motorcycles & vehicle security. Copies of terms and conditions are available on request. Prices are subject to change without notification. All offers subject to availability. Terms and conditions apply.

**Advisories.** Any advisories indicated on the invoice or via email, are the sole responsibility of the Customer & are not the responsibility of mono motorcycles & vehicle security.

**Disclaimer**  
It is mono motorcycles & vehicle security’s policy to link to sites which are relevant to the activities of mono motorcycles & vehicle security. We do not however, sponsor, endorse, or otherwise approve of any information or statements appearing in those sites nor in sites referred to in or linked to those sites.

Whilst every effort has been taken to ensure the accuracy of the information on the site, due to the nature of the medium and the risks of interruptions and disruptions, any and all liability which might arise from your use or reliance on the information contained on the site is excluded.