

Terms and Conditions

General

The Seller is E-motion Electric Vehicle Company Limited also referred to here as E-Motion EVC and E-Motion. The Buyer is any person or company who buys or has agreed to buy Goods from the Seller. 'We', 'Us' and 'Our' means the Seller, 'You' and 'Your' means the Buyer.

Goods means any goods supplied by us in accordance with these Terms and Conditions of Sale. Any variations of these Terms and Conditions must be confirmed in writing by us and will not otherwise be valid. Any waiver of these Terms and Conditions that we may grant shall merely act as a waiver on that occasion, and shall not affect our right to enforce these Terms and Conditions on any further occasion. No Terms and Conditions stipulated by the Buyer shall have effect unless otherwise agreed in writing by us.

Changes

We reserve the right to change details, products, product specifications and prices on any part of this site, including these Terms and Conditions, at any time and without notice. We will, however, honour any bona fide order made before such changes. If we decide to change our Terms and Conditions, we will post those changes on this page.

Law

This contract is governed by the Law of England.

Conditions of Website Use

No contract will exist between the Buyer and E-motion Electric Vehicle Company Limited of any goods unless and until we accept your order by e-mail confirming that goods have been dispatched. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time that we send the e-mail to you (whether or not you receive that e-mail). For the avoidance of doubt, any such contract will be deemed to have been concluded in the UK. Further, any such contract will be interpreted, construed and enforced in all respects in accordance with the laws of England and the Buyer and E-motion Electric Vehicle Company Limited irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Except as specifically stated on this Web site, to the fullest extent permitted at law, neither E-motion Electric Vehicle Company Limited nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this Web site or the information, content, materials or goods included on this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, E-motion Electric Vehicle Company Limited does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of E-motion Electric Vehicle Company Limited, its affiliates, directors, employees or other representatives.

The e-motionevc.co.uk web site is owned and operated by E-motion Electric Vehicle Company Limited (Company No. 6866403), registered in England and Wales at Orchard Garage, Turnpike Road, Blunsdon, Swindon, SN26 7EA.

Your Rights

E-motion Electric Vehicle Company Limited is a UK company and complies with UK consumer law including the Distance Selling Regulations.

Our Terms and Conditions do not affect your statutory rights.

Pricing

We endeavour to ensure that the prices on our web site are correct. If an error is discovered in the price of the goods that you have ordered we will contact you to let you know the correct price and ask you whether you still wish us to fulfil your order at this price. We shall be under no obligation to fulfil an order for a product which was advertised at an incorrect price. We shall give you the option of confirming the order at the correct price or if you so choose, to cancel the order altogether. If you cancel and have already paid for the goods in the circumstances described in this clause, we shall refund the full amount in accordance with these Terms. If we are unable to contact you we will treat the order as cancelled. We will do our best to correct any pricing errors as quickly as practicable after being notified of them.

Product Availability / Out of Stock Items

We will contact you in the event of a problem with availability of any goods. You may then cancel the order or wait until the item becomes available.

Discounted Products

From time to time we may sell discounted products for any reason. These products will be sold as described and you will need to read the description for the warranty terms and condition. Our returns policy still applies unless otherwise stated.

Orders and Specifications

The buyer shall be responsible to us for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by them and for supplying any necessary information to us relating to the goods within a sufficient time to enable us to perform the contract in accordance with those terms. The quality, description and quantity of and any specification for the goods shall be those set out by us (if accepted by the buyer) or the buyers order (if accepted by us). For any goods manufactured, the buyer shall indemnify us against all claims, loss, damages and expenses incurred or for any infringement of patent, copyright, design, trademark or other intellectual property rights for which we may become liable by following the requirements or specification supplied. We reserve the right to make any changes to the specification of any goods, which are required to conform to any statutory or safety requirements.

Manufacturer's specifications may change at any time. We try to ensure that details of goods and technical content provided on our web site are correct. We do not accept liability for any errors and omissions in this respect and reserve the right to change information, specifications and descriptions of listed goods, products and services. We will do our best to correct errors and omissions as quickly as practicable after being notified of them.

Payment

We use PayPal for online orders which accepts most major debit and credit cards. You will be asked to enter your card details and the name and address of the card holder when you place the order. These details will be checked by Paypal and you may be contacted if any details are found to be incorrect. We reserve the right to take payment for goods on receipt of any order or pre-order at the time the order or pre-order is placed. For offline orders we accept (£) Sterling Postal Orders, Personal Cheques (made payable to: E-motion Electric Vehicle Company Limited), (£) Sterling Bank Drafts and (£) Sterling Bank Transfers. All payments must be cleared before goods are dispatched. Do not send cash through the post.

Secure Payment Processing

Online security is of paramount importance. We use PayPal – PayPal's payment system has high level security measures including remote data storage and state of the art encryption techniques ensure that you are protected against online fraud. Your card details are

E-MOTION ELECTRIC VEHICLE COMPANY LIMITED

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not visible to us, they remain confidential between you and PayPal. For more information about PayPal online security visit the PayPal website at www.paypal.co.uk.

Delivery

The period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order and stated in the Order Confirmation. Please note that your goods may be sent to you in instalments. You may cancel your entire order with us if subsequent instalments forming part of your order are not delivered by us.

£20 + VAT delivery applies to deliveries of all goods except radios and torches to UK mainland addresses. Please note that our couriers own terms state up to 48 hours for next working day delivery. Torches and radios are charged at £2.89 (Royal Mail First Class) this charge applies to mainland UK deliveries only.

All deliveries must be signed for. After repeated failed delivery attempts our couriers may request that you collect the goods from their depot or distribution centre; you are responsible for the collection, all charges for collection and the care of the goods. Goods not collected by you will be returned to us and we will treat the order as cancelled. Small items under 5kg will be sent by Royal Mail and may not need to be signed for, if they can be posted or left in a safe place.

Shipping costs to locations outside of mainland UK will be supplied on request. If your delivery address is outside of mainland UK, you may be subject to import duties and taxes, which are levied once a shipment reaches your country. Any such additional charges for customs clearance must be borne by you. You should note that customs policies vary widely from country to country; we advise each customer to contact their local customs office for further information. Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.

Force Majeure

E-motion Electric Vehicle Company Limited will not be liable to the Buyer or deemed to be in breach of contract due to any delay or non-performance directly or indirectly due to any cause beyond our reasonable control including without limitation lack of adequate instructions from the Buyer, Governmental regulations or requirements, Acts of God, unavailability of materials, work stoppages, strikes, slowdowns, boycotts or other industrial action and in such case may wholly or partially suspend shipment of Goods.

Risk

(a) Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods.

(b) Delivery of the Goods shall be deemed to take place at the time the same are dispatched addressed to the Buyer, placed in the hands of our delivery agent.

Ownership

At our discretion, ownership of the Goods may not pass from us to the Buyer until the Buyer has made a payment in full thereof (and any other monies owing to the Seller). If payment is not made in accordance with these Terms and Conditions of Sale, we shall have the right (without prejudice to the obligation of the Buyer to purchase the Goods, and to any other remedy that may be available to us) to retake possession of Goods not fully paid for.

Cancelling an order

E-motion Electric Vehicle Company Limited complies fully with the Distance Selling Regulations which are designed to protect you when buying items via the Internet, Mail Order and Telephone. This gives you the right to cancel an order for any reason within 8 working days of receipt. You may exercise your right by returning the goods to us within this cancellation period for a refund provided they are unused (unfitted where applicable) and in original condition (including all contents and packaging).

Refunds for cancelled orders are subject to a minimum processing fee of £20.00. This charge will appear on your invoice as a handling fee.

We are unable to accept returns of helmets, clothing or headwear for hygiene reasons, unless they have a manufacturing fault or we have sent them to you by mistake.

If you wish to cancel an order please email us immediately at email@e-motionevc.co.uk.

All returns must follow our simple returns process to ensure that we efficiently process your return.

Warranty

All our products are supplied with at least 12 months warranty from the date of purchase against manufacturer's defects. Warranty periods do vary across our range with some major components (e.g. bike frames) guaranteed for up to 6 years. Please check the warranty and guarantee details for each product.

This warranty does not include general wear and tear or faults caused by incorrect assembly, misuse, neglect, accident, incorrect operation, unauthorised modification or sub-standard repair. This includes extensive rain damage and other weather damage. The warranty may be invalidated if the product is not kept indoors or undercover. This warranty does not include misuse of the battery such as not following the manufacturer's guidelines for charging, discharging and storage.

If you feel that a product purchased from us has developed a fault under warranty please contact us immediately at email@e-motionevc.co.uk.

If for any reason you are unhappy with your purchase, e.g. the item you have ordered is faulty on arrival, becomes defective or you have had a change of heart, then you must return it to us unused and in its original condition within 8 working days of receipt for a prompt replacement, exchange or refund. After the initial 8 working day period we reserve the right to send you either replacement parts (which we expect you to fit) or we may ask you to return the product to us or to our agents for either replacement or repair.

In all instances E-motion Electric Vehicle Company Limited shall not be liable for incidental or consequential damages or expenses, including but not limited to lost profits or other economic or commercial losses. This warranty does not affect your statutory rights.

After the warranty period we recommend that repairs and fitting of replacement parts is performed by a qualified repairer. In most cases your local repair facility will be able to advise you of their costs for performing this work or if you prefer to arrange a back-to-base repair you may email us at email@e-motionevc.co.uk for an estimate.

All returns must follow our simple returns process to ensure that we efficiently process your return.

Returns

To return any item please contact us first by emailing us at email@e-motionevc.co.uk, stating clearly your reason for returning the goods. We will then provide you with a returns number before sending anything back to us or we will not be able to process your return.

If you are returning an item because we have sent you the wrong goods (i.e. not the goods you ordered) we will be happy to correct our mistake provided that you return it to us within 8 working days of receipt, that the goods are unused (unfitted where applicable) and in original condition (including all contents and packaging). We reserve the right to ask you to arrange the return and meet the cost of return. We will refund your return delivery costs on receipt of the goods provided you use either Royal Mail First Class mail (Recorded Signed for™), Royal Mail Standard Parcels (Recorded Signed for™), Parcelforce 48 or other as instructed by us. Alternatively we may choose to instruct our own courier to collect the goods and return them to us. You are fully responsible for ensuring that the goods are

returned in perfect, re-saleable condition. If any damage or loss occurs at this stage you will become liable for the full cost of the goods. We will not accept responsibility for any items lost or damaged in transit. We reserve the right to make a 15% restocking charge for any goods which are not returned in perfect, re-saleable condition or to refuse to accept such goods.

If you are returning an item because you are cancelling an order, you must return it to us unused (unfitted where applicable) and in original condition (including all contents and packaging) within 8 working days of receipt for a refund. You are responsible for the return, all charges for return shipping and the care of the goods. You are fully responsible for ensuring that the goods are returned in perfect, re-saleable condition. If any damage or loss occurs at this stage you will become liable for the full cost of the goods. We will not accept responsibility for any items lost or damaged in transit. It is your responsibility to arrange any insurance cover required for the full cost of the goods. We reserve the right to make a 15% restocking charge for any goods which are not returned in perfect, re-saleable condition or to refuse to accept such goods.

If you are returning a faulty item within 8 working days of receipt we will process a prompt replacement, exchange or refund. We reserve the right to ask you to arrange the return and meet the cost of return. We will refund your return delivery costs provided you use either Royal Mail First Class mail (Recorded Signed for™), Royal Mail Standard Parcels (Recorded Signed for™), Parcelforce 48 or other as instructed by us. Alternatively we may choose to instruct our own courier to collect the goods and return them to us.

If you are returning a faulty item under warranty but not within 8 working days of receipt we reserve the right to send you either replacement parts (which we expect you to fit) or we may ask you to return the product or faulty component to us or to our agents for either replacement or repair (back-to-base). You are responsible for meeting the cost of the return including postage and packaging. It is your responsibility to arrange any insurance cover required for the full cost of the goods.

All faulty goods returned to us must be clean and suitably packaged and protected (we recommend that you do not dispose of the original packaging until you are fully satisfied) so that they arrive in good condition. You are fully responsible for the return and the care of the goods. If any damage or loss occurs at this stage you may become liable for the full cost of the goods. We will not accept responsibility for any items lost or damaged in transit.

If we find any returned item not to be faulty we will not refund any return delivery costs you have incurred or we will charge you for the cost of the return if our own courier collected the goods from you, we will also charge you for the cost of delivering the item back to you. You must meet these charges before we will dispatch the goods back to you.

Complaints

Because we know that our business depends on the service we provide to our customers we welcome your feedback on any way that we can improve. You can email us at any time at email@e-motionevc.co.uk and we'll do our best to reply within 24 hours. You can call us on 01793 708020. You can write to: Mark Butler or Keith Wall, E-Motion Electric Vehicle Company Limited, Orchard Garage, Turnpike Road, Blunsdon, Swindon SN26 7EA.

Privacy Policy

If you order goods from us we will have your name, address, telephone number and email address. If you ask us to deliver items to a third-party (such as your place of work) we will also have that name and address. We will only share this information with our trusted delivery agents and service suppliers as necessary to complete your order. We never release any information we hold about our customers to any other third party, unless required to do so by law.

We are committed to taking all reasonable steps to protect information that you provide to us. Any details retained will be stored in accordance with the Data Protection Act 1998. We use PayPal for online orders. Communication between you and PayPal is encrypted to the maximum strength supported by your browser using 128 Bit SSL (Secure Sockets Layer). This ensures that purchases from our website are confidential and secure.

As a valued customer we would like to keep you informed of our special offers and events from time to time. If you would not like us to keep you informed of the above simply let us know and we will remove your details from our database.

We also monitor our website traffic and collect information of a general nature about how the site is accessed. This information lets us know which areas of the site are being visited more than others, helping us to continuously improve our service.

Trademarks

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Cookies

Like many websites our site may use 'cookies' from time to time. Cookies are small packets of data sent to your web browser by a web server. They cause no harm to your machine in any way, as they are small text files with simple information in them. You can view them as small text files inside your 'Temporary Internet Files' folder within Windows. Our cookies act as place markers when you move around our website, which can make moving between pages much faster. The only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. If you prefer not to receive cookies on our website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser. You do not need to have cookies turned on to use any part of our website.

Your Consent

By using our web site you consent to us using the personal information you have given to us and our trusted partners, as outlined in this Privacy Policy. If you are concerned about anything to do with our site, please contact us.

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