



ADVERTISING AGREEMENT : BIKES FOR SALE

Your Rep's Name:

Your Rep's contact number:

Amendment

YOUR BUSINESS & RESPONSE DETAILS

Business Name:

Trading name:

Full Address & Postcode:

Telephone number:

> Do you use an automated telephone answering system? Yes No

Email address (where email enquiries will be sent):

Website address:

YOUR ADVERTS

Estimated start date _____ First billing month _____

Monthly Billing banding - Your banding will be determined according to the highest number of bikes live on our site on any day within that calendar month.

Number of bikes live on the site	Monthly cost (Exc. VAT)
1 - 10 bikes	£75
11 - 25 bikes	£110
26 - 50 bikes	£160
51 - 75 bikes	£210
76 - 100 bikes	£235
Unlimited bikes	£285

Additional Package Options

Standard

- 20 Pictures
- Full contact details displayed

Premium £75 monthly

- 20 Pictures
- Prominent listings standout
- Full contact details, showroom picture & dealer description

How would you like to get your bikes onto MCN?

	Source:	Cost:	Timeframe:*
Direct Upload	<input type="checkbox"/> go.autoedit.co.uk	Free	1 working day
Feed	<input type="checkbox"/> MotorcycleSupermarket	Free	3 working days
Feed	<input type="checkbox"/> Catalyst	Free	3 working days
Feed	<input type="checkbox"/> Dealerwebs (direct)	Free	3 working days
Feed	<input type="checkbox"/> Medialinks (direct)	Free	3 working days
Feed	<input type="checkbox"/> Other (please clarify below)	No charge MCN's end	7 working days
Feed	<input type="checkbox"/> Bike Trader	£5-10 a week levied by Trader	7 working days

*Please note we will endeavour to set feeds up with 1 working day, however liaison and reliance on third-parties typically increases the timeframe to 3 - 7 days.

Would you like us to forward your bikes to any other party?

You can individually select which bikes you would like us to send to third-parties on your behalf. Feeds are send daily. Where applicable all third-party advertising costs are to be agreed by yourselves and the third-party.

eBay

BikeTrader

MotorcycleSupermarket

Honda (One Black Bear)

DealerWebs site

Medialinks site

Other (please clarify in other instructions)

Other Instructions / Feed provider contact details:

KEY TERMS OF THIS AGREEMENT

(For a full list of Terms and conditions, please see the bottom of this email)

- ✓ I agree that I wish to advertise my bikes for sale in the bikes for sale section on www.motorcyclenews.com
- ✓ I agree to be billed based on the volume of stock on the site, according to the bandings above. I understand that I can control the volume of stock advertised, and hence the price charged. Should I wish to cease advertising in the short-term I can simply reduce my live stock volume to 0 on the first day in the month and for the duration of the month, and I will not be charged for that month.
- ✓ I understand that this is a rolling contract that can be cancelled at any time by emailing: dealers@motorcyclenews.com and that my contract will end at the end of the calendar month in which I cancel. I will be able to advertise fresh stock and my existing stock will automatically remain on the site until the end of that calendar month, unless I inform MCN otherwise.
- ✓ I agree that my motorcycles to be advertised on MCN have been theft-checked and come with a minimum warranty of at least 7 days term, and that MCN can advertise my bikes as such.
- ✓ I agree that the details provided above are correct, and I realise it is my responsibility to inform Motorcycle News if changes are required, i.e. an email address become defunct, or a web address changes.

YOUR AUTHORITY TO PROCEED

I have the authority to place this order and agree to the terms and conditions.

Your name: _____

Title/Position: _____

Date: _____

FULL TERMS AND CONDITIONS OF THIS AGREEMENT

1 INTERPRETATION

In the Agreement the following words shall have the following meanings:

"We" and "Us"	Bauer Automotive Limited
"Motorcycle News"	is a trading name of Bauer Automotive Limited
"You"	the customer we make this Agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

"Agreement"	the agreement between the Us and You for the purchase of the Goods and/or Services to these terms and conditions apply;
"Charges"	where applicable the total aggregate Goods Price and Service Fees as specified in the Particulars;
"Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Us and You;
"Goods"	the goods specified in the Particulars;
"Goods Price"	the total purchase price of the Goods as specified in the Particulars;
"Group Company"	any subsidiary or holding company of Ours and any subsidiary of such holding company from time to time (and the terms "Subsidiary" and "Holding Company" shall have meanings given to them by Sections 736 and 736A of the Companies Act 1985);
"Information"	means the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Services;
"the Internet"	means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol")
"Name"	any domain name supplied or requested by You in connection with the Services;
"Order"	an order by You for the purchase of such Goods and Services as are specified in the Particulars;
"Particulars"	the particulars overleaf or if an Order is placed in electronic form and acknowledged by the Company through our email system the particulars therein contained;
"The Price List"	means the schedule of charges for the Goods and Services specified in this Agreement Form;
"Services"	Subscription Services and any other services to be performed by Us as specified in the Particulars;
"Service Fees"	the fees for the provision of the Services as specified in the Particulars;
"Subscription Services"	services provided by us whereby you hire pre-packaged websites with features as specified in the Particulars;
"Subscription Start Date"	the date on which the Subscription Services are first made available to you by us granting you access to the website on our test site.

2 ACCEPTANCE OF ORDERS

2.1 Each order for Goods and/or Services by You from Us shall be deemed to be an offer by You to purchase the Goods or Services subject to these Conditions.

2.2 No order placed by You shall be deemed to be accepted by us until acknowledgement of order is issued by Us or We supply the Goods or Services.

2.3 All orders are accepted by Us only under these Conditions, to the exclusion of any other terms and conditions, and no variation to the Conditions shall be binding unless agreed in writing between Us and You.

2.4 Our employees and agents are not authorised to make any representations or warranties concerning the Goods or the Services unless confirmed in writing by a director of Ours. In entering into the Agreement, You acknowledge that You do not rely on any such representations or warranties which are not confirmed.

2.5 You will be responsible for ensuring the accuracy and sufficiency of any Order shown in the Particulars and the accuracy of any accompanying specifications and for providing sufficient data and information to enable Us to proceed with an Order.

2.6 We will not be liable for the consequences of any inaccuracy in an Order or specification will not issue a credit note in respect of an Order and will be entitled to charge You for any costs We incur by any variations to an Order.

3 PROVISION OF SERVICES

3.1 We agree to provide you with the Services on the terms and conditions of this Agreement.

3.2 We cannot guarantee that the Services will never be faulty but we will correct reported faults as soon as we reasonably can. If a fault occurs you should report the fault by telephone, electronic mail or in writing to Our helpdesk, details of which will be provided.

3.3 Unless otherwise agreed, You are responsible for arranging internet connection and hosting, for supplying a Domain Name, for obtaining third party consent to any links to websites supplied as part of the Services and for providing a suitable PC, modem and any other items of hardware or communications equipment necessary to enable you to access the Services.

3.4 We accept no liability if you are unable to use the Services (or any part of them) due to your breach of clause 3.3. For the avoidance of doubt, You will remain liable for all Charges from the Subscription Start Date even if you have not made arrangements for any website we supply as part of the Services to be transferred to a live server.

3.5 We may temporarily suspend the Service for operational reasons, but before doing so will give you as much notice as is reasonably practicable. We will restore the Service as soon as reasonably practicable after temporary suspension.

3.6 We may vary the technical specification of the Services from time to time.

4 CHARGES

4.1 You agree to pay all charges for the Goods or Services as specified in the Order or Price List.

4.2 Unless otherwise specified in the Order or Price List, all charges are payable in advance.

4.3 Unless the Price List provides otherwise, all charges for the Services are exclusive of Value Added Tax which you must also pay to us.

4.4 You agree to pay for the Services by Direct Debit and authorise us to charge to your chosen account all charges for the Services as specified in the Price List.

4.5 We may, at our sole discretion, agree to provide Services before you have set up an account. If we do, we will invoice you for any Charges and all invoices are payable by you within 30 days of the date of issue.

4.6 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason whatever.

4.7 If you fail to make any payment on the due date, then we can, without prejudice to any other right or remedy to, charge you interest (both before and after judgement) on the amount unpaid at the rate of 4% per annum above Barclays Bank plc base rate from time to time, until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).

5 SECURITY

5.1 In order to access some Services you may be issued with a set of unique passwords. You are responsible for the security and proper use of all passwords relating to the Services and must take all necessary steps to ensure that all passwords are kept confidential, secure, used properly and not disclosed to other people.

5.2 You must inform us immediately if you have any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.

5.3 If we have reason to believe that there is likely to be a breach of security or misuse of the Service we may change your password and notify you accordingly.

5.4 If you forget any password, by contacting the customer service centre by telephone and satisfying such security checks as we may operate, you will be given a new password to enable you to use the Services.

5.5 You agree to notify us immediately of any changes to the information you give to use when registering for the Service, including any changes to your account details.

5.6 You confirm and warrant that all the information supplied by you when you Order Services is true, complete and accurate in all respects.

6 USE OF THE SERVICE

6.1 Unless otherwise agreed in writing, You are responsible for the creation, maintenance and design of all content and Information on any website supplied as part of the Services.

6.2 You warrant that the Information will not include any material which is (or the accessing of which) would be a criminal offence or otherwise unlawful. In particular, you warrant that all necessary licenses and contents (including those from owners of copyrights or performing rights) have been obtained.

6.3 You warrant that you will comply with all consumer and other legislation, instructions or guidelines issues by regulatory authorities, relevant licenses and any other codes of practice which relate to the provision of Information and which apply to you or which we inform you of.

6.4 The Service must not be used:

(a) fraudulently or in connection with a criminal offence;

(b) to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;

(c) to cause annoyance, inconvenience or needless anxiety;

(d) to send unsolicited advertising or promotional material; or

(e) other than in accordance with the acceptable use policies of any connected networks and the Internet Standards.

6.5 You must not use a Name so as to infringe the rights of any person, (whether in statute or common law), in a corresponding trade mark or name.

6.6 If anyone other than you uses the Service with or without your knowledge or approval in contravention of any of paragraphs 6.1 – 6.5 inclusive we can treat such contravention as a breach by you of this Agreement for the purposes of paragraph 8 which shall apply accordingly.

6.7 You must tell us immediately if any third party makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

6.8 If we suspend the Service for contravention of any of paragraphs 6.1 – 6.5 inclusive, we will not restore it until we receive an acceptance assurance from you that there will be no further contravention.

6.9 You must ensure that your contact details e.g. e-mail address are included in a clear and legible form on any web site you establish, for receipt of any enquiries or complaints regarding the Information or any other material which appears on it. We reserve the right to disclose to any person with an enquiry or complaint your contact details if such person cannot locate these details on your website.

7 RESTRICTIONS ON USE

7.1 The Subscription Services are provided solely for your own use. You must not re-sell or attempt to re-sell the Subscription Services (or any part or facility of it) to any third party.

7.2 We may give you instructions about the use of the Services concerning health and safety, or the quality of the Services to other customers. Such instructions form part of this Agreement and you agree to observe them.

8 IF YOU BREAK THIS AGREEMENT

8.1 In addition to anything else we can do, we can suspend the provision of the Services to you or end this Agreement (or both) with immediate effect on giving you notice if:

- (a) you break any provision of this Agreement;
- (b) we believe the Services are being used in a manner prohibited under paragraphs 6 or 7.1 even if you are unaware that the Services are being used in such a way;
- (c) any charges for the Services are unpaid or rejected; or
- (d) bankruptcy or insolvency proceedings are brought against you or if you do not make any payment under a judgement of a Court on time, or you make an arrangement with your creditors, or you make an arrangement with your creditors, or a receiver or administrator is appointed over, any of your assets or you go into liquidation.

8.2 If we end this Agreement under paragraph 8.1 you must pay us all charges which are due for Services under this Agreement, including any unpaid charges for the remainder (if any) of the Minimum Period of Service.

8.3 You will continue to be liable to pay all charges due for the Services during any period in which you fail to comply with this Agreement including for any period when the Services are suspended.

8.4 If we delay in acting upon a breach of this Agreement by you, that delay will not be regarded as a waiver of the breach. If we waive a breach of this Agreement by you, that waiver is limited to the particular breach.

9 ENDING THE AGREEMENT AFTER SERVICES ARE PROVIDED

9.1 At any time after Subscription Services have been provided this Agreement or the provision of any service or facility under it may be ended by 28 days notice from either party.

9.2 If we give notice you agree to pay the charges for the Services up to the expiry of the notice.

9.3 If you give notice you agree to pay charges for the Services until the expiry of the notice. Unless you give notice because we intend to change any of the terms and conditions of this Agreement to your detriment, you must also pay the charges due for any remaining part of the Minimum Period of Service.

9.4 Notice given by you does not avoid any other liability for the Services already provided.

9.5 If we give notice to end the Service under paragraph 9.1 we will repay or credit the appropriate proportion of any charges for the Services which you have paid in advance for a period ending after the notice expires.

10 LIABILITY

10.1 Although you may use the Services to link into other Internet networks, we cannot be and are not responsible in any way for any telecommunications systems or networks which we do not operate.

10.2 We accept liability for death or personal injury caused by our negligence.

10.3 In performing any obligation under this Agreement, our duty is only to exercise the reasonable care and skill of a competent website developer.

10.4 You acknowledge that we have no control over the information which can be accessed by using the Services and that we do not examine the use to which customers put the Services or the nature of the information they are sending or uploading. We exclude all liability of any kind for the transmission or reception of such information of whatever nature.

10.5 We exclude all liability of any kind for the Information or any other material published or otherwise made available to you or any other person on any web site you establish using the Service.

10.6 We are not liable whether in contract, tort (including liability for negligence) or otherwise for the acts or omissions of providers of telecommunications services or for faults in or failures of their apparatus.

10.7 We are not liable in contract, tort or otherwise (including liability or negligence) for loss whether direct or indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatever.

10.8 Our liability in contract, tort or otherwise (including liability for negligence) under or in connection with this Agreement is limited to the value of the Charges.

10.9 Any liability of ours under the Agreement is subject to and conditional upon the due performance and observance by you of all obligations appearing in these Conditions, and, subject to these Conditions, you shall not be entitled to withhold or delay payment or exercise any right of set off whatsoever and howsoever arising or arisen which might otherwise be available to you.

10.10 Each provision of this paragraph 10 operates separately in itself and survives independently of the others.

11 INDEMNITY

You must indemnify us against any claims or legal proceedings arising from the use of the Services under this Agreement (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) which are brought or threatened against us by another person.

12 VARIATION OF TERMS AND CONDITIONS

We may change the terms and conditions of this Agreement at any time and we will give you 14 days notice of such changes before they take effect.

13 ASSIGNMENT

You are not allowed to transfer or attempt to transfer this Agreement in whole or in part. We may assign our rights under this Agreement to any Group Company.

14 MATTERS BEYOND OUR REASONABLE CONTROL

If we cannot do what we have promised in this Agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees), we will not be liable for this.

15 GIVING NOTICE

15.1 Notices given under this Agreement may be given on-line by electronic mail using the Services, or in writing and delivered by hand or pre-paid post to the addressee at the following address:

- (a) To us: Motor Cycle News, Media House, Peterborough Business Park, Lynchwood, Peterborough, PE2 6EA or any alternative address which we notify to you at any time.
- (b) To you: the address you specify when registering for the Services any alternative address which you notify to us at any time or, if you are a limited company, your registered office.

16 SOFTWARE

16.1 Intellectual property rights in all software and documentation supplied by us for your use in connection with provision of the Services remain our property or that of our licensors.

16.2 Without our written consent and without affecting any applicable statutory rights under the Copyright (Computer Program) Regulation 1992 you must not and must not permit any other person to:

- (a) disassemble, reverse engineer, decompile or in any other way interfere with the software;
- (b) copy or modify the software; or
- (c) create any new software partly or wholly based on the software.

16.3 Subject to the terms of this Agreement, you may use the software and associated documentation on a non-exclusive basis, but only to the extent necessary for you to access the Services and only in the United Kingdom.

16.4 You must not transfer, assign or sub-licence your right to use the software or attempt to do so.

16.5 You agree to comply with the terms of any agreements reasonably required by the owners of any intellectual property rights in such software relating to the protection of those rights in such software relating to the protection of those rights.

16.6 We may offer updates or modifications to such software capable of delivery on-line. Any charges for such updates or modifications will be specified in the Price List.

17 MOTORCYCLE STATUS

17.1 You warrant that by advertising your used motorcycles for sale on MCN that:

(a) each motorcycle has been theft-checked (and verified as not stolen) [by an independent, reputable, agency] before being advertised; and
(b) at the time of sale of each motorcycle to the purchaser, and for a period of at least 7 days thereafter (the "Warranty Period"), each motorcycle will be free from defects which result in sudden mechanical breakdown.

17.2 In giving the warranties at 17.1 above, you undertake the following:

(a) In the event that you fail to comply with the warranty given in 17.1 above, the purchaser shall be entitled to a full refund [within [14] days of such breach being verified [by MCN]] and Bauer shall have the right to suspend or remove all adverts for motorcycles placed by you on MCN: (i) until it is satisfied that no fault is attributable to you; or (ii) permanently in its sole discretion; and
(b) In the event that the purchaser notifies you or MCN within the Warranty Period that any motorcycle does not comply with the warranties given in 17.1 above, the purchaser shall be entitled to [a full refund] [within [14] days of the notification of such breach] subject to verification of the breach by MCN.

17.3 You hereby indemnify Bauer for any loss, damage, or liability arising from any breach of the warranties and undertakings given by you at paragraphs 17.1 and 17.2 of this Charter.

17.4 By signing this contract, you agree that MCN can advertise that the motorcycles advertised by you on MCN are advertised with the warranties given at paragraphs 1(a) (theft-checked) and 1(b) (minimum 7 day mechanical breakdown warranty).

18 NAME

18.1 You confirm and warrant that you are the owner of or that you are duly authorised by the owner to use any trade mark or name requested or allocated as your Name.

18.2 You acknowledge that we cannot guarantee that any Name you request will be available or approved for use.

18.3 We reserve the right to require you to select a replacement Name and may suspend the Services if, in our opinion, there are reasonable grounds for us to believe that your current choice of Name is, or is likely to be in breach of the provisions of paragraphs 6.4 and 6.5.

19 LAW/JURISDICTION

This Contract is governed by English Law and you and we submit to the exclusive jurisdiction of the English courts.

20 MISCELLANEOUS

20.1 These Conditions represent the complete agreement between the Us and You and supersede all representations or other communications between us relating to the subject matter of the Agreement.

20.2 In the event of any of the provisions set out in these Conditions being unenforceable or void for any reason whatsoever each condition (including each sub-condition) shall be deemed to be severable from the remaining conditions and such remaining conditions shall remain in full force and effect.

20.3 Failure by Us at any time to enforce provisions of this Agreement shall not be construed as a waiver of any such provision or in any way effect the validity of the Agreement or any part hereof.

20.4 Where the customer is more than one person all of the customer's obligations under these Conditions shall be joint and several.