

# HONDA (UK) Honda Motorcycle Reservation Terms & Conditions

### 1. INTRODUCTION

- 1.1. We are Honda Motor Europe Limited ("Honda"). Our company number is 857969 and our registered office is at Cain Road, Bracknell, Berkshire RG12 1HL. Our VAT number is GB711019584.
- 1.2. These Reservation Terms & Conditions ("**Terms**") apply to any reservation that you make to place a future order for a Honda Motorcycle ("**Motorcycle**"). Further details of the reservation and ordering process are set out in paragraphs 2 and 3 below.
- 1.3. By creating an Online Reservation Account (as defined below) and/or placing a reservation with us for the Motorcycle, you agree to be bound by and comply with these Terms, our Website Terms of Use, and our Privacy Notice.

#### 2. PLACING A RESERVATION

- 2.1. In order to make a reservation you will be required to (i) have an online reservation account with Honda ("Online Reservation Account"), and (ii) pay a reservation fee to Honda ("Reservation Fee").
- 2.2. Your reservation will become effective once we have received your Reservation Fee and confirmed your reservation in writing by emailing you a reservation certificate, which contains your reservation ID number ("Reservation Certificate").
- 2.3. Once you receive your Reservation Certificate a legally binding contract between you and Honda relating to your reservation shall be formed which is subject to these Terms ("Reservation Agreement"). Please note that your Reservation Fee will be held separately by Honda and will not accrue any interest.

## 3. THE ORDER PROCESS

- 3.1. Your reservation will enable you to place an order for the Motorcycle before it otherwise becomes available. You will receive further information from us about when this will be after your reservation has been confirmed.
- 3.2. When you make your reservation, you will be required to:
  - 3.2.1. configure your bike;
  - 3.2.2. select the colour;
  - 3.2.3. pay the Reservation Fee as shown on the Honda Website; and
  - 3.2.4. select your preferred dealer.
- 3.3. You can view your reservation from time to time in your Online Reservation Account in the My Account area which may contain further details about the Motorcycle and when the Motorcycle will be available at your preferred dealership for order, test ride or purchase.
- 3.4. Once you have completed the steps above, you will be informed by your Dealer about how to make an order and when the bike will be available. You will also be able to visit or contact the Dealer and agree a finance package.
- 3.5. If you wish to purchase the Motorcycle, you will need to
  - 3.5.1. enter into a separate legally binding contract with; and
  - 3.5.2. pay a deposit or the purchase price to the Dealer ("Purchase Agreement").
- 3.6. When you visit a Dealer, you will be required to provide proof of your Online Reservation (or confirm your reservation ID number) if you have made an online reservation. The Dealer reserves the right to refuse to enter into a Purchase Agreement with any customer who has not made a reservation (either online or directly with the Dealer) and, in such circumstances, Honda and the Dealer shall not be responsible for any wasted time or expenditure incurred by the customer.
- 3.7. For clarity, the Purchase Agreement shall be between you and the Dealer, not you and Honda. Therefore, your Reservation Fee will not be applied towards the purchase price of (or your deposit for) the Motorcycle. Instead, once you have paid a deposit and entered into a Purchase Agreement, your Reservation Fee will be returned to you within 14 days, using the method/account used to make the payment.
- 3.8. A list of authorised dealers for the Motorcycle in the United Kingdom will be available on www.honda.co.uk/motorcycles and/or notified to you via email once available. If you make a reservation, place an order, and/or enter into a Purchase Agreement you will be responsible





for any costs you incur in visiting the Dealer and transporting the Motorcycle from the Dealer to your place of residence.

#### 4. CANCELLATION OF THE RESERVATION

- 4.1. Your reservation does not guarantee you a Motorcycle and the appearance, specification and/or other characteristics of the Motorcycle may be subject to change at any time before or after you have paid the Reservation Fee.
- 4.2. If you have paid a Reservation Fee and do not place an order:
  - 4.2.1. with a Dealer within 14 days of your reservation; and/or
  - 4.2.2. Honda reserves the right to cancel your reservation and terminate your Reservation Agreement. In such cases, Honda shall return the Reservation Fee to you within 14 days.
- 4.3. In addition, until you enter into a Purchase Agreement you or Honda may cancel your reservation and terminate your Reservation Agreement at any time by:
  - 4.3.1. in the case of you, logging into your Online Reservation Account or by providing written notice to us in accordance with paragraph 7 below; or
  - 4.3.2. in the case of Honda, providing you with 10 days' prior written notice by email. In such cases, Honda will return the Reservation Fee to you within 14 days.

#### 5. YOUR PRIVACY

- 5.1. We may contact you from time to time regarding your Reservation Agreement using the details you provided when you made your reservation.
- 5.2. Your privacy and personal information are important to us and any personal information that you provide to us will be dealt with in line with our Privacy Notice.
- 5.3. Our Privacy Notice explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

#### 6. OTHER APPLICABLE TERMS

- 6.1. You are permitted to place a maximum of one Motorcycle reservation of each model available for reservation, per Online Reservation Account.
- 6.2. You are permitted to have a reservation with only one preferred dealer. If you need to change your preferred dealer, you will be required to request a refund following the steps in the "CANCELLATION OF RESERVATION" section and start a new reservation with the new preferred dealer.
- 6.3. Your reservation is not transferable or assignable to another person or party without the prior written consent of Honda (which can be withheld in Honda's absolute discretion).
- 6.4. No one other than a party to the Reservation Agreement has any right to enforce any term of the Reservation Agreement.
- 6.5. The laws of England and Wales will apply to these Terms and/or your Reservation Agreement. If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to these Terms and/or your Reservation Agreement. Nothing in these Terms affects your statutory rights.

## 7. CONTACTING US

- 7.1. If you have any questions or would like to contact us in relation to your reservation, the Reservation Fee, or the reserved Motorcycle please contact us:
  - 7.1.1. via telephone on +44 (0) 1344 595905; or
  - 7.1.2. via email on info.uk@support.honda.eu

