

TERMS AND CONDITIONS OF TRADE
Simply Registrations Limited

GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these terms.

1.1 Definitions:

'Contract Particulars'	the contract particulars detailing the terms of any sale or purchase of RM Rights pursuant to these terms;
'DVLA'	Driver and Vehicle Licensing Agency;
'Business Day'	a day when banks in the City of London are open for business;
Normal Working Hours	means 9am to 5pm on any Business Day;
'VAT'	Value Added Tax at the prevailing rate from time to time;
'Registration Marks'	has the meaning set out in clause 4.1;
'RM Rights'	has the meaning set out in clause 4.1;
'you' or 'your'	means the party who is our customer and where applicable who is stated in the Contract Particulars;
'us' or 'we' or 'our'	means Simply Registrations Limited, a company registered in England and Wales with company number 05368542 and whose registered office is at 52 Goldsmith Drive, Robin Hood, Wakefield, West Yorkshire, WF3 3TF.

1.2 Clause, headings shall not affect the interpretation of these terms.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 References to clauses are to the clauses of these terms.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to writing or written includes email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. OUR DETAILS

2.1 Simply Registrations Limited is a limited liability company registered in England and Wales with company number 05368542 and whose registered office is at 52 Goldsmith Drive, Robin Hood, Wakefield, West Yorkshire, WF3 3TF. We are registered for VAT with registered number 926055429.

3. OUR CONTRACT WITH YOU/RIGHT TO CANCEL

3.1 We will always try to confirm our dealings with you in writing, but where we agree to accept instructions from you over the telephone or in person, our agreement with you will take effect at the end of our telephone call or face to face meeting.

3.2 The purchase of a Registration Mark is a personalised product or service and as such any right to cancel your order under this agreement under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply pursuant to s.28(1)b of those regulations. Having agreed to purchase, or completed a purchase of a Registration Mark, you shall not be entitled to terminate or rescind our contract of sale and request a refund of any fees which you have paid or are liable to pay to us.

3.3 Where you ask us to provide services by attending DVLA auctions on your behalf, the Consumer Contracts Regulations 2013 stop us from doing any work for you until a 14 day period has elapsed, during which time you have a right to cancel. If you wish us to start work immediately, you can ask us to commence work before the cancellation period expires. You can do this by signing the Contract Particulars and returning it to us immediately. This will not take away your right to cancel the contract within 14 days but it does mean that you agree to pay any reasonable charges incurred by us during this period.

3.4 You will lose your right to cancel the contract for services if the service has been fully performed within this 14 day period at your request and you acknowledge that you would lose your right to cancel once the contract had been completed.

3.5 To exercise the right to cancel, you must inform us, Simply Registrations Limited, of your decision to cancel this agreement by a clear statement (e.g. an email at james@simplyregistrations.co.uk or a letter sent by post to our office at 52 Goldsmith Drive, Robin Hood, Wakefield, West Yorkshire, WF3 3T). You may use the model cancellation form contained at appendix 1, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

3.6 If you cancel this agreement, we will (save as otherwise provided) reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this agreement.

3.7 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.

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3.8 If you request that we begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed (as compared to the full scope of our contract with you) up to the time that you have communicated us your cancellation from this agreement.

4. REGISTRATION NUMBER

4.1 A vehicle registration mark is neither 'goods' nor 'services' but a unique identifying mark, registered with the DVLA, which may be associated with and displayed on a motor vehicle in the United Kingdom ('**Registration Mark**'). The right to use, hold or transfer a Registration Mark ('**the RM Rights**') is subject to rules and regulations which may change from time to time. You should be aware that altering, re-arranging or misrepresenting a registration number is an offence which can result in a fine and in the registration number being withdrawn without compensation.

5. PURCHASE OF REGISTRATION MARKS

5.1 If you 'buy' a Registration Mark from us, we agree only to transfer to you, so far as we are able, the same RM Rights as we enjoy in the Registration Mark.

6. BROKER SERVICES

6.1 If you ask us to help you acquire a Registration Mark which is 'owned' by a third party, we shall act as your broker to help facilitate your acquisition of the relevant RM Rights. We give no guarantee that we shall acquire the Registration Mark(s) which you ask us to obtain. This may include the acquisition of Registration Marks which we have advertised but which are owned by third parties. Any purchase of Registration Mark shall be subject to availability which can change without notice. We give no guarantee that we shall acquire the Registration Mark(s) which you ask us to obtain.

6.2 If you ask us to help you sell a Registration Mark which is 'owned' by you, we shall act as your agent to help facilitate the sale of the relevant RM Rights.

7. AUCTION SERVICES

7.1 If you ask us to help you acquire a Registration Mark from an auction, we or our representative shall seek to acquire the Registration Mark in our name for the purpose of transfer to you upon payment in full of the relevant fees. In some cases we shall require you to pay to us a deposit (which may be the full amount of your total budget for bidding at Auction) as a condition to us seeking to acquire the Registration Mark on your behalf. We give no guarantee that we shall acquire the Registration Mark(s) which you ask us to bid for.

7.2 Where a deposit is paid, but we are unsuccessful in securing the Registration Mark(s) which you have asked us to bid for, we may retain out of the deposit a sum equal to our fees and thereafter will return the balance to you.

8. TRANSFER OF REGISTRATIONS

8.1 Where we sell to you one of our registrations, whether the Registration Mark is one which we have in our general portfolio or which we acquire on your behalf at auction, we will:

8.1.1 ask you to send to us the vehicle registration documents of the vehicle onto which you would like the Registration Mark to be transferred and will require you to do so within 4 weeks of you agreeing to purchase the same (where it is part of our general portfolio) or 4 weeks from the date on which we acquire the mark at auction (in each case, the '**Transfer Period**');

8.1.2 if you do not provide to us the relevant documents, error free, within the Transfer Period, we shall be entitled to:

8.1.2.1 cancel our contract with you without any further liability and retain out of any deposit you have paid any monies which you owe to us;

8.1.2.2 transfer the Registration Mark onto 'retention' whereby:

8.1.2.2.1 if you have not paid the Purchase Price in full, we are registered as the party entitled to the RM Rights; or

8.1.2.2.2 if you have paid the Purchase Price in full, you are registered as the party entitled to the RM Rights, and where we take such steps we shall charge you the registration fees imposed by DVLA from time to time.

8.2 All transfers between vehicles or onto 'retention' are subject to DVLA approval and to all rules and regulations as apply thereto. We shall have no liability for the DVLA refusing to permit or any cancellation of a transfer of a Registration Mark after you have purchased one from us. You are hereby given particular notice that the DVLA may cancel a Registration Mark at any time without compensation.

9. FEES

9.1 Where we sell to you our RM Rights in a Registration Mark in our general portfolio, we will agree with you a price ('**the Sale Fee**').

9.2 Where we act as a broker with instructions to facilitate your acquisition or sale of a Registration Mark on your behalf, you agree to pay to us a fee for our services which are either set out in our Contract Particulars or as otherwise agreed.

9.3 Where we agree to participate in an auction to acquire a Registration Mark on your behalf, we will charge you:

9.3.1 a fee for our services which are set out in our Contract Particulars or as otherwise agreed ('**Auction Attendance Fee**') irrespective of whether we are successful in acquiring the relevant Registration Mark(s);

9.3.2 where we are successful in acquiring the Registration Mark(s) which you have asked us to acquire for you, you will pay to us a price equal to the price we have paid at the auction for the relevant Registration Mark(s).

9.4 All sums payable under this agreement are expressed as net of VAT, which shall be added to the sum in question.

10. TIMING

10.1 We shall endeavour to deal with the transfer of the RM Rights in a timely fashion. The speed with which a transfer takes place will depend on the DVLA and other third parties including the party from whom you may be acquiring RM Rights. Any time scales given are an estimate only and time shall not be of the essence.

11. LIMITATION OF LIABILITY (**IMPORTANT**)

11.1 We are a limited liability company and no personal duty (whether under contract, in tort or otherwise) is owed to you by any of our individual directors, employees and/or contractors.

11.2 Whilst we shall undertake reasonable checks, we shall be entitled to rely on the information given to us by third parties relating to their identity and their 'entitlement' to any Registration Marks, and shall have no liability to you should any such information prove to be untrue or inaccurate.

11.3 This clause 11 sets out your sole and exclusive remedies, and our entire financial liability including any liability for the acts or omissions of our employees, agents, consultants, and subcontractors) to you, in respect of:

11.3.1 the performance, non-performance or purported performance of this agreement;

11.3.2 the services provided under or in connection with this agreement;

11.3.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement;

and

11.3.4 under any other legal obligation whatsoever.

11.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

11.5 Nothing in this agreement limits or excludes the liability of the Company:

11.5.1 for death or personal injury resulting from negligence (as defined in the Contract Terms Act 1977); or

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- 11.5.2 for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us;
- 11.5.3 for any matter where it would be illegal for us to so exclude or limit liability.
- 11.6 We do not exclude (but the avoidance of doubt do limit) liability for any fundamental misrepresentation, including misrepresentation as to a matter fundamental to our ability to perform our obligations under this agreement.
- 11.7 Subject to condition 11.4, 11.5 and 11.6, we shall not be liable for:
- 11.7.1 loss of profits; or
- 11.7.2 loss of business; or
- 11.7.3 depletion of goodwill and/or similar losses; or
- 11.7.4 loss of anticipated savings; or
- 11.7.5 loss of goods; or
- 11.7.6 loss of contract; or
- 11.7.7 loss of use; or
- 11.7.8 loss of corruption of data or information; or
- 11.7.9 loss of the use of, or cancellation of, the Registration Mark after acquiring the RM Rights from or through us;
- 11.7.10 any other special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 11.7.1 - 11.7.9 apply whether such damage or loss is direct, indirect, consequential or otherwise.
- 11.8 Our total liability in contract (and that of our employees contractors and agents) in tort (including negligence), misrepresentation, restitution or otherwise shall be limited to the aggregate fees paid to us under this agreement.
- 12. ANTI-BRIBERY COMPLIANCE**
- 12.1 We shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption.
- 13. YOUR WARRANTY**
- 13.1 You warrant to us that:
- 13.1.1 where you ask us to facilitate the sale of the RM Rights in a Registration Mark, you warrant and represent to us that you have the sole and exclusive entitlement to deal with and transfer such RM Rights; and
- 13.1.1.1 all information and documentation which you provide to us is true and accurate in all respects.
- 14. TERMINATION**
- 14.1 This agreement shall commence on the Commencement Date and may be terminated by either party giving written notice to the other.
- 14.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 15. CONFIDENTIALITY**
- 15.1 You hereby authorises us to disclose to third parties all information as may be appropriate for us to carry out our work on your behalf under this agreement.
- 16. ENTIRE AGREEMENT**
- 16.1 This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter.
- 16.2 Each party acknowledges that, in entering into this agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 16.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 17. VARIATION**
- 17.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18. ASSIGNMENT**
- 18.1 This agreement may not be assigned by you without our prior written consent.
- 19. AUTHORITY**
- 19.1 You and we declare to each other that they each have the right, power and authority to enter into and perform this agreement
- 20. WAIVER**
- 20.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 21. SEVERANCE**
- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 22. NOTICES**
- 22.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its Customer place of business (in any other case); or
- 22.1.2 sent by email to the most recent email address notified or used by the other party.
- 22.2 Any notice or communication shall be deemed to have been received:
- 22.2.1 if delivered by hand, on signature of a delivery receipt or (if during Normal Working Hours) at the time the notice is left at the proper address;
- 22.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 22.3 There shall be no deemed receipt of notices or other communications sent by email. However, for the avoidance of doubt, emails may be introduced as evidence in connection with any dispute, mediation or court proceedings arising out of this agreement, where they may be used to show that a notice or other communication has been received, in which case they shall be given such weight as may be appropriate after an examination of all the evidence, including acknowledgment and/or evidence of receipt.
- 22.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

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23. GOVERNING LAW

23.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

24. JURISDICTION

24.1 Each party hereby irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

25. LANGUAGE

25.1 Any notice given under or in connection with this agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation.

To: Simply Registrations Limited

52 Goldsmith Drive,

Robin Hood,

Wakefield,

West Yorkshire, WF3 3TF.

Email: james@simplyregistrations.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of for the supply of [Auction Services*]/[Broker Services*]

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date

[*] Delete as appropriate.