



# TERMS & CONDITIONS

These Conditions set out the basis on which you can visit and use our web site and on which you place orders with us. Please read them carefully as they contain important information.

BikeAway Ltd (Company registration number 4235572) owns this site and when ordering this is the company with whom you make a contract. If you want to ask us anything about these Conditions or have any comments or complaints on or about this website, please contact us.

In these Conditions references to we, us and our, shall be references to BikeAway Limited. We may change these Conditions from time to time without notice to you and any changes will apply to subsequent orders received.

## **1 – Product Description & Pricing**

### 1.1

We take every care in the preparation of the content of this web site, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, please note the following:

#### 1.1.1

Colour and appearance on the web site will vary according to the resolution and the screen type of your computer. Therefore, we cannot guarantee that the appearance or colours of the products shown on the site exactly reproduce the appearance or colours of the products themselves.

#### 1.1.2

The weights, dimensions and capacities given are approximate only.

### 1.1.3

The price you pay is the price displayed on our web site/invoice at the time we receive your order, and will be clearly stated on your order confirmation save that if we discover an error in the price of goods you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price, or cancelling it. If we are unable to contact you we will treat the order as cancelled, and will give you a full refund if a forward payment has been received.

### 1.1.4

Product descriptions may not reflect the exact position, there are design variations. We do not therefore offer any warranties as to their accuracy.

### 1.1.5

Where products are to be placed in a coastal location, client should be aware they may need to ask about upgrading to marine quality paint, as all products are offered in standard quality powder coating or galvanised finish.

### 1.1.6

Packaging may vary from that shown.

### 1.1.7

We reserve the right to alter the design of products to ensure that we continuously improve our goods.

## **2 – Payment**

### 2.1

Small orders, international orders and new businesses will be forwarded a Pro-forma invoice for payment before dispatch. Pro-forma invoices may be paid for by BACS transfer to:

BikeAway Ltd

Barclays Bank PLC

Sort code:20-50-40

Account Number:00645397

Cheques payments to: BikeAway Ltd

## 2.2

Invoiced customers must pay in full within 30 days from invoice. Invoices may be paid by BACS transfer to:

BikeAway Ltd

Barclays Bank PLC

Sort code:20-50-40

Account Number:00645397

Cheques payments to: BikeAway Ltd

## 2.3

All goods will remain the property of BikeAway Ltd, until paid for in full. Should we have to recover our goods-any amounts paid up until that point will be non-refundable.

## 3 – **Accepting Your Order**

### 3.1

We carry out checks and authorisation procedures on payments and cheques and our stock before your offer to buy from us is accepted. We reserve the right to reject any order placed with us, depending on the results of the checks and procedures that we carry out.

### 3.2

We will send order confirmation/invoice only to the e-mail address you have supplied to us. Goods will be dispatched separately to invoice. Please keep all paper work that we send you in case of query.

## 4 – **Delivery**

### 4.1

Delivery Charges are stated on your pro-forma or invoice if not included within cost of product.

### 4.2

Delivery times vary depending on the product. When placing your order we will

inform you on an estimated/typical delivery times, but exact delivery times are not definite on the website. Lead times are typical upon current demand and will be greater in busy periods.

#### 4.3

Occasionally, the estimated delivery date is not met. Whilst we do our very best, we do not guarantee that delivery will take place on the day which we have said and all our lead times remain as typical. As a result we would strongly advise that works are not booked until goods are received.

#### 4.4

Whilst all care is taken to deliver within set time please note, we are still in the hands of the delivery companies and the information you have input into the site when ordering, therefore we will inform you when your product has left the workshop and is with the delivery companies. For all customers taking their purchases further abroad please note this is done at your own risk and your warranty will be affected.

#### 4.5

If ordering out of office hours (which are Monday to Friday 9am – 5pm), please take the next office day as the start time for any delivery time estimates.

#### 4.6

We use independent companies with a proven reputation for deliveries, but cannot be held responsible for any damage they may cause delivering goods. Risk shall pass to you to check items on delivery, as we check all are in good order as they leave our warehouses. Please reject delivery if sub-standard and inform us immediately in writing.

#### 4.7

We only deliver to areas mentioned above, however please note goods taken abroad, your warranty will be affected, but we will try and assist if at all possible.

#### 4.8

On palletised orders, if we are arranging delivery please note the customer may

need to arrange mechanical offload or forklift on arrival if required. Alternatively many drivers allow customers to unload by hand off of the delivery vehicle. Please come to us with any concerns or difficulties you may have as we can arrange mechanical offload for you at a cost.

## **5 – Order Cancellation & Returns**

### **5.1**

We reserve the right to cancel the contract between us if:

#### **5.1.1**

we have insufficient stock to deliver the goods you have ordered;

#### **5.1.2**

we do not deliver to your area; or

#### **5.1.3**

one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

### **5.2**

In the event of a cancellation, if you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

### **5.3**

Once you have notified us that you are cancelling your contract, any sum paid from you will be re-credited to your account as soon as possible and in any event within 30 days of return of goods PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. We will only process your refund when we have received the product. You are also liable for the product if you have accepted delivery. If you do not return the goods delivered to

you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

#### 5.4

If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

#### 5.5

For all orders, please note that refunds will not include any delivery charges incurred when your order was first sent to you or when you returned it. If we arrange collection, then the costs of collection will be treated as your costs of return and will be deducted from the price you first paid when calculating the refund you are due unless agreed otherwise. Normal delivery terms (see above) apply to goods sent out in exchange.

5.6 In all cases normal delivery terms (see above) apply to goods sent out in exchange.

5.7 A 45% cancellation fee will apply to order cancellations.

5.8 In the event of a custom made product, cancellations will only be accepted up to 24 hours after the order has been processed. After this time we are unable to accept cancellations.

5.9 If a cancellation is made after a deposit has been paid, no refund will be given.

### **6 – A problem with the goods**

#### 6.1

If you are cancelling your order because of a problem with the goods, please let us know immediately what is the nature of the problem so we can make arrangements for their return and/or exchange. Please keep all the original packaging. (This can only be done if immediately informed). This does not apply to goods taken abroad where it is the responsibility of the client to return any faulty goods and collect replacements if deemed appropriate. Please note that by signing the delivery note

you are accepting the goods in good condition and take on personal responsibility of the delivery. Return postage must be paid for by the customer unless otherwise agreed when returning goods.

## 6.2

If, after inspecting the goods, we agree that they are substandard, we will send you a replacement, or, if you prefer, we will refund damaged goods in full, including any UK delivery charges incurred. Any replacement goods will be sent to you at a UK address free of charge. This does not apply to goods taken abroad.

6.3 If we do not agree that the goods are substandard then the provisions of clause 5.7 will apply.

6.4 Please note that if goods have been delivered outside the UK, the return of goods and the shipping of any replacement goods will be at your cost.

## 7 – **Manufacturers' Guarantees**

Manufacturers' 10 Year guarantees apply in addition to our cancellation and returns policy. . This does not apply to goods taken abroad, although we will do our best to help.

### 7a- **Managed lockers.**

BikeAway will carry out administration and distribute keys. Repairs will be carried out in a timely manner. BikeAway does not accept responsibility for loss of personal property from a locker. Property will be removed from a locker if rent is not paid.

BikeAway will share given information with the owner of the locker if requested.

## 8 – **Installation**

It is the customer's responsibility to ensure that on the installation date, our site engineers can carry out the installation without any hindrance. If this is not the case, we reserve the right to charge the following additional surcharge:

- Half day delay (3 hours) £650 ex VAT
- Full day delay (6 hours) £950 ex VAT

We require 5 days notice for installation cancellation. If it is cancelled within 5 days, the installation price quoted will be charged.

## **9 – Copyright, Trademarks and Right to Use**

### 9.1

All rights, including copyright and database right, in this web site and its content, are owned by or licensed to BikeAway Limited. Any use of this web site, its contents, or underlying source code and software – including copying or storing it or them in whole or part – other than for your own personal, non-commercial use is prohibited without the permission of BikeAway Limited. You may not modify, distribute or re-post anything on this web site for any purpose.

### 9.2

We reserve the right to use for our own purposes any material submitted to the web site, including text and images, either on the web site or in any other form, including for publicity purposes. We reserve the right to monitor submissions to the site and to edit or reject any submissions.

## **10 – Limitation of BikeAway Limited**

### 10.1

If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 7 working days of the delivery of the goods in question, if you have signed and accepted the product you are liable for the product and may not qualify for refund

### 10.2

If you do not receive goods ordered by you within 30 days of the date on which you ordered them (and you have not agreed to a later delivery) we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods. Delivery dates are only set if it is confirmed in writing by both parties

### 10.3

If you notify a problem to us under this condition, our only obligation will be, at your option:



#### 10.3.1

to make good any shortage or non-delivery;

#### 10.3.2

to replace or repair any goods that are damaged or defective; or

#### 10.3.3

to refund to you the amount paid by you for the goods in question in whatever way we choose.

#### 10.4

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.2 above.

#### 10.5

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

#### 10.6

Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

#### 10.7

We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this web site

## 10.8

We make every effort to ensure that this web site is free from viruses or defects. However, we cannot guarantee that your use of this web site or any web sites accessible through it won't cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the web site and screen out anything that may damage it. We shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this web site.

## 10.9

We have placed links on this web site to other web sites we think you may want to visit. We do not vet these web sites and do not have any control over their content. We cannot accept any liability in respect of the use of these web sites.

10.10 Unless otherwise specified, the materials on this web site are directed solely at those who access this web site from the UK. We make no representation that any products or services referred to in the materials on this web site are appropriate for use, or available, in other locations. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

## 11 – **Other legal notices**

There may be legal notices on other areas of this web site which relate to your use of this web site, all of which will, together with these terms and conditions govern your use of this web site.

## 12 – **Exclusions of liability**

Any disclaimers and exclusions of liability in these Conditions shall not apply to any damages arising from death or personal injury caused by our negligence of (or any of their employees or agents) or fraud. Any disclaimers and exclusions shall be governed by and construed in accordance with English Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

### **13 – Jurisdiction**

This web site, any content contained herein, and any contract brought into being as a result of usage of this web site are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

### **14 – Statutory Rights**

These terms and conditions do not affect your legal rights.