

CORSHAM CYCLE REPAIR CONSUMER STANDARD TERMS AND CONDITIONS

These terms and conditions were last updated on 13 September 2023

1. Interpretation

1.1 In these Terms, the following definitions apply:

1. **"Bike"**: for the purposes of these Terms can mean the entire bike or alternatively the bike frame/frameset, wheels or component parts.
2. **"Charges"**: fees for **Services**.
3. **"Data Protection Legislation"**: all legislation and regulatory requirements in force from time to time relating to the use of **Personal Data** and the privacy of electronic communication including but not limited to any data protection legislation in force in the UK; the General Data Protection Regulation (EU 2016/679) and other directly applicable EU regulation.
4. **"Estimated Charge Quotation"**: the approximate value of the charges determined by me and payable by **You** for the **Services** as set out in the **Quotation**.
5. **"Final Charges"**: total amount of money due from **You** for the **Services** completed.
6. **"Me" "My" "I"**: Andrew Gough, of 9 Yew Way, Corsham, Wiltshire, SN13 9WH. Telephone: 07851 612834. Email: info@corshamcyclerepairs.co.uk.
7. **"Order"**: **Your** request for the **Services** submitted in person, online via the **Website**, by email or over the phone.
8. **"Personal Data"**: means any information that relates to an identified or identifiable individual under the **Data Protection Legislation**.
9. **"Quotation"**: formal statement setting out the **Services** required, approximated date of completion and Estimated Charges for the **Services**.
10. **"Services"**: the services supplied by **Me** to **You** as set out in any specific **Quotation**.
11. **"Terms"**: these terms and conditions as amended from time to time.
12. **"Website"**: <https://corshamcyclerepairs.co.uk/>
13. **"Working Days"**: a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any other day that is a UK bank holiday under the Banking and Financial Dealings Act 1971.
14. **"you" "your"**: the person to whom I provide the **Services** on behalf of.

2. My contract with you

- 2.1 Initially when **You** contact **Me**, based solely upon what I can assess from the information provided, I will provide **You** with an **Estimated Charge Quotation** ("**Quotation**") which will be emailed to **You**.
- 2.2 If **You** are happy for **Me** to proceed based on the **Quotation** and following on from **Me** gaining physical possession of **Your Bike**, I shall perform the **Services** in accordance with the **Quotation**
- 2.3 I may, at **My** discretion, revise **My Quotation** or recommend additional or alternative work in a revised **Quotation** sent to **You**. If **You** accept **My** revised **Quotation**, I shall proceed accordingly. Otherwise I shall proceed in accordance with **My** initial **Quotation**.
- 2.4 **Your** acceptance of **My Quotation** will take place when **You** call or email to accept it, at which point a contract will come into existence between **You** and **Me**. The **Quotation** (s) and these **Terms** represents the entire agreement between the parties. These **Terms** are the sole terms and conditions that I contract with **You**. **You** acknowledge that **You** have not relied on any statement, promise or representation made or given by **Me** which is not set out in these **Terms**.

3. Supply of Services and My obligations

- 3.1 All **Services** are described on **My Website** and are subject to availability. I will inform **You** by email as soon as possible if the **Services** **You** have ordered are not available and I will not process **Your Order** if already made.
- 3.2 If in the course of carrying out the **Services**, I discover additional areas of concern with regard to the **Bike** that **You** had not informed **Me** of / were not aware of, and in the interests of health and safety and satisfactory completion of the **Services**, additional repair work would be necessary, I will promptly contact **You** to obtain approval for carrying out the additional **Services** and consent to the **Charges** for the additional works required. Note if I do not receive **Your** approval to carry out the applicable additional work required in the interests of health & safety and I consider further use of the **Bike** as hazardous I reserve the right to terminate carrying out the **Services** already agreed to.
- 3.3 If I discover a manufacturing defect with the **Bike** during the course of carrying out the **Services** or as the result of any Bicycle Inspection **Services** undertaken, I will notify **You** as soon as is practicable. Manufacturing defects can usually be remedied through the manufacturer if within the specified warranty period and I will proceed no further with the **Services** until I have **Your** written confirmation to do so. I accept no liability for further defects / damage incurred to the **Bike** following **My** repair which are inherently the result of a latent manufacturing defect.
- 3.4 Any timeframes for the completion of the **Services** given by **Me** are estimates only. I will use all reasonable endeavours to keep to such estimated timeframes however I will not be liable to **You** for any delays in completion of the **Services**.
- 3.5 I do not accept responsibility or liability for any delay in completion of the **Services** caused by circumstances beyond **My** control. If there is a substantial delay **You** may contact **Me** and look to cancel the **Order**. **You** will remain liable for payment of **Charges** incurred for all **Services** undertaken up to and including the date **You** cancel **Your Order**.

4. Your Rights and Obligations

- 4.1 In order to allow for **Me** to undertake the **Services**, **You** agree prior to commencement to disclose to **Me** all material facts known by **You** about the condition of the **Bike**, including the cause of any accident or damaged areas of the **Bike** and historic issues with respect to the bicycle, frame / frameset, wheel or components.
- 4.2 **You** have the legal right as a consumer to cancel the **Order** within 14 days of entering into the contract. This means that during the 14 day period, if **You** change **Your** mind or decide for any other reason that **You** do not want to receive the **Services**, **You** can notify **Me** of **Your** decision to cancel. To cancel the **Order** if **You** have changed **Your** mind before any of the **Services** have been performed, **You** must contact **Me**. This may be subject to any reasonable deductions for work already completed. If **You** use the online form I will email **You** to confirm I have received **Your** cancellation. If **You** send **Me** **Your** cancellation notice by email or by post, then **Your** cancellation is effective from the date **You** email or post it to **Me**.
- 4.3 **You** do not have the right to change **Your** mind in respect of **Services**, once completed, even if the statutory 14 day cancellation period after **You** accept the **Quotation** is still running. If **You** cancel the **Order** after I have started the **Services**, **You** must pay **Me** for the **Services** provided up until the time **You** tell **Me** that **You** have changed **Your** mind.
- 4.4 If **You** have any questions or complaints about the **Services**, please contact **Me**.
- 4.5 I am under a legal duty to supply the **Services** that are in conformity with these **Terms**. Below are a summary of **Your** key legal rights in relation to the supply of the **Services**. Nothing in these **Terms** will affect **Your** legal rights:
 - 4.5.1 **You** can ask **Me** to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if I cannot fix it;
 - 4.5.2 any additional **Charges** **You** may be asked to pay must be reasonable; and
 - 4.5.3 any repeat of the **Services** must be carried out by **Me** within a reasonable time.

5. Payment of Charges

- 5.1 I will invoice **You** for the **Final Charges** in consideration for the **Services** performed when I have completed them.
- 5.2 I reserve the right to retain possession of **Your Bike** until I am in receipt of payment of the **Final Charges** in full.
- 5.3 It is at **My** discretion to ask **You** to pay advanced payment of up to 100% of the value of cost of any parts which I may need to be order from third parties prior to the commencement of the **Services**. I will set out details of these costs in **My Quotation**.
- 5.4 Payment of the **Final Charges** is due within ten (10) **Working Days** of the date of the invoice. Payment can be made by bank transfer, please quote the invoice number with the payment.
- 5.5 Unless otherwise stated all **Charges** are inclusive of VAT at the current rate.

6. Variations in the Charges

- 6.1 All **Charges** quoted are based on the prices current at the time of preparing the **Quotation**, price of parts, materials, labour or other costs and **Charges** which may increase between the date of the **Quotation** and the completion of the **Services**. Additionally, any **Final Charges** will also be dependent upon any further works or parts identified as being necessary by **Me**. I reserve the right to increase such prices being subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by **Me** from a third party. For the avoidance of any doubt, **Charges** quoted are subject to correction in the event of errors or omissions.
- 6.2 If **You** fail to pay the **Final Charges** in accordance with clause 8 or fail to collect or arrange collection of the **Bike** from **Me** within twenty (20) **Working Days**, it could result in the disposal / sale of the **Bike** in full or part satisfaction of the outstanding **Final Charges**. I will endeavour, where possible, to make contact with **You** if I intend to do so.

7. Warranties

- 7.1 Subject to this clause 7, I warrant, from the date of the **Final Charges** invoice to **You** that the **Services** undertaken to the **Bike** in accordance with these **Terms** has a six (6) month warranty, unless I advise otherwise.
- 7.2 This warranty is conditional upon the **Bike** being operated under normal conditions and use, and properly maintained and serviced.
- 7.3 This warranty is non-transferable
- 7.4 To exercise **Your** rights under this warranty, the **Bike** must be returned to **Me**, together with a proof of purchase / receipt.
- 7.5 Upon inspection, once I evaluate that the repair is covered by this warranty, it will be repaired, or at **My** sole discretion, (which is conclusive and binding) the cost of the **Service** which I had undertaken and covered by this warranty will be refunded to **You**.
- 7.6 This warranty will not apply where the manufacturer warranties do not apply to a specific item or component of the **Bike**.
- 7.7 Although I provide the **Services** with all reasonable skill and care I make no warranty that the workmanship will meet **Your** exact requirements.

8. Warranty on Component or Replacement Parts:

- 8.1 Components or replacement parts I purchase are covered by the individual Manufacturer Warranty Policy. Every manufacturer has different warranty policies and periods, depending on the brand and model.
- 8.2 If a part / component purchased from **Me** is damaged and **You** believe it should be covered by the Manufacturer's Warranty Policy, please follow these guidelines:
- 8.2.1 the **replacement** part or component must be presented to **Me**, together with a proof of purchase / receipt.
- 8.2.2 In almost all instances, the warranty does not include the cost of travel or Shipping costs. Such costs, if any, shall be borne by **You**.
- 8.2.3 **Should** the manufacturer evaluate the component or replacement part to be covered by their warranty and depending on the situation, I can repair, replace or refund the component / replacement part.

9. Termination

- 9.1 I may end this contract with **You** by writing if:
- 9.1.1 **You** do not make payment to **Me** of the **Final Charges** when due and **You** still do not make payment within ten (10) **Working Days** of **Me** sending a remainder to **You** that payment is due;
- 9.1.2 **You** do not, in accordance with clause 6.2 and having been sent a remainder to collect or make arrangements to collect the **Bike** from **Me**;
- 9.1.3 I **become** aware of any defects / damage to the **Bike** which I consider in the interests of health & safety as a danger to **You** or others which **You** did not previously bring to **My** attention or were not aware of and for which, following **Me** notifying **You**, I do not receive **Your** approval for the additional repairs to be made to remedy the defect / damage to the **Bike**.
- 9.2 On termination of this contract for any reason, **You** shall immediately pay **Me** any outstanding unpaid invoices and **Charges** incurred and not yet invoiced. Failure to do so will result in **Me** retaining **Your Bike** until such time as payment of all outstanding unpaid invoices and **Charges** have been made in full and in cleared funds.

10. Data Protection and Data Processing

- 10.1 I will process **Personal Data** in accordance with the **Data Protection Legislation** and any supervening legislation.
- 10.2 I shall, in respect of our processing of **Your Personal Data** under these **Terms**:
- 10.2.1 **process** such data only in accordance with **Your** instructions and to the extent, and in such a manner as is necessary for the provision of the **Services**, and shall not process the **Personal Data** for any other purpose;
- 10.2.2 not disclose the **Personal Data** to a third party other than at **Your** request or for the lawful performance of the **Services**;
- 10.2.3 **promptly** comply with any request from **You** requiring the amendment, transfer or deletion of **Your Personal Data**;
- 10.2.4 **protect** against unauthorised or unlawful processing of **Personal Data** and against accidental loss or destruction of, or damage to, **Personal Data**, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

11. Limitation of Liability

- 11.1 I do not in any way exclude or limit **My** liability for:
- 11.1.1 **death** or personal injury caused by **My** negligence;
- 11.1.2 **fraud** or fraudulent misrepresentation;
- 11.1.3 **any** breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 11.1.4 **any** breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 11.1.5 **defective** goods under the Consumer Protection Act 1987.
- 11.2 All items (including the **Bike**) left with **Me** are at **Your** own risk. I am not liable and cannot issue any compensation to **You** for any theft or damage that may occur whilst in **My** possession.
- 11.3 Any personal items left on the **Bike** when it is provided to **Me** are left at **Your** own risk and I accept no liability for any loss or damage to these items. I recommend **You** remove any such items prior to dropping off **Your** bicycle.
- 11.4 **My** total liability to **You** in respect of all other loss or damage arising under or in connection with these **Terms**, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the **Final Charges** paid by **You** to **Me** for the **Services** in question.
- 11.5 I shall have no liability to **You** for additional faults discovered to the **Bike** (in accordance with clause 3.3 and 3.4) which **You** have declined to instruct **Me** to repair. In the event that **My** works uncover faults or defects and **You** decline to instruct **Me** to make repairs then I accept no liability for any loss or damage that may arise as a result of the defect.
- 11.6 If I fail to comply with these **Terms**, I am responsible only for loss or damage **You** suffer that is a foreseeable result of **My** breach of these **Terms** or **My** negligence, but I am not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of **My** breach or if they were contemplated by **You** and I at the time we entered into the contract.
- 11.7 These **Terms** only apply if **You** are a consumer wanting to use **My Services**. I have no liability to **You** for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. Indemnity

- 12.1 **You** shall indemnify **Me** against all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other costs) I suffer or incur arising out of **Your** breach or non-performance of these **Terms**.

13. Other important terms

- 13.1 This contract is between **You** and **Me**. No other person shall have any rights to enforce any of its **Terms**. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these **Terms**.
- 13.2 Each of the paragraphs of these **Terms** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.3 If I do not insist immediately that **You** do anything **You** are required to do under these **Terms**, or if I delay in taking steps against **You** in respect of **Your** breaching these **Terms**, that will not mean that **You** do not have to do those things and it will not prevent **Me** taking steps against **You** at a later date. For example, if **You** miss a payment and I do not chase **You** but I continue to provide the **Services**, I can still require **You** to make the payment at a later date.
- 13.4 Notices:
- 13.4.1 A **notice** under these **Terms** must be given in writing and shall be delivered to **Me**
- 13.4.2 **This** clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.5 Disputes:
- 13.5.1 The **parties** will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these **Terms** or any breach of it.
- 13.5.2 If any **dispute** cannot be settled amicably through negotiations between the parties, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation
- 13.5.3 Any dispute shall not affect the parties ongoing obligations under these **Terms**.
- 13.6 Governing Law: These **Terms** are governed by the law of England & Wales and **You** can bring legal proceedings in the English courts.