

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.