

# The Corner Bike Repair Shop Ltd

These are the Terms and Conditions of Repair, Servicing and Transportation for The Corner Bike Repair Shop Ltd to which all services provided are subject. Please read them carefully as they affect your rights and liabilities under law.

## 1. Definitions

**1.1.** In these Conditions, the following definitions shall apply:

**Bike(s):** the bicycles, or any part of them, set out in the Quotation, and which you requested work for.

**Business Days:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time-to-time in accordance with clause 13.

**Contract:** the contract between the Corner Bike Repair Shop Ltd and the Customer for the repair of the Bike(s) in accordance with these Conditions.

**The Corner Bike Repair Shop Ltd:** registered in England and Wales with company number 12114409 with the office address at Brickmakers Road, Colden Common, Winchester, Hampshire, SO21 1TX.

**Customer, you, your:** the person who purchases the services from us.

**Drop-Zone:** a geographical area defining where Customers are entitled to free pick-up and delivery for fixed-price services.

**Event(s) Outside Our Control:** has the meaning given in clause 12.

**Order:** the services the customer has requested after initial quotation.

**Quotation:** the pre-work assessment to provide the customer with an accurate idea of cost.

**Services:** what we offer and/or have completed for the customer.

**Transportation:** the event of picking up or delivering a customer's bike(s) to and from their residential address or a roadside recovery.

**We, us, our:** The Corner Bike Repair Shop Ltd

**Website:** means the website accessible at <http://www.thecornerbikerepairshop.co.uk>

**Work(s):** services we have completed for you or been asked to complete.

**Writing / Written:** this includes email, letter, text, messaging via apps linked to phone numbers but does not include social media communication, e.g. Facebook and Instagram.

## 2. The Contract

**2.1.** The contract of service and/or transportation is binding on you after accepting the quotation for works through written confirmation. You are responsible for ensuring the terms of the contract are correct. Please read and check your quotation before accepting it.

**2.2.** The contract shall only be deemed accepted by us when you have notified us in writing.

**2.3.** We will retain details of your order in our database and these details can be made available to you on request. Please contact [richard@thecornerbikerepairshop.co.uk](mailto:richard@thecornerbikerepairshop.co.uk).

## 3. Information of Services

**3.1.** Services are described on our website under each menu heading and on any quotation requested.

**3.2.** We reserve the right to amend the service descriptions if required.

## 4. Price Information

- 4.1. The prices of the services are set out on the website at the time you request our service. All prices are shown in pounds sterling.
- 4.2. We are not a VAT-registered company, so no price is subject to VAT.
- 4.3. We reserve the right to amend the prices if required.

## 5. Payment Information

- 5.1. Payment will only be accepted via bank transfer or cash. Please see your invoice for details.
- 5.2. Payment is due to The Corner Bike Repair Shop Ltd within five business days after an email or text is sent to confirm work is complete. Only after full payment will the bike(s) be delivered.

## 6. Delivery and Transportation of Bike(s)

- 6.1. We can only pick up and deliver free-of-charge to locations within the Drop-Zone (see website page).
- 6.2. Any dates or times given for delivery are approximate and we cannot be held liable for any costs incurred if delivery is delayed.
- 6.3. The bike(s) will be your responsibility after the time of delivery.
- 6.4. If we are unable to deliver the bike(s), we will contact you via phone or text to ask for guidance.
- 6.5. We shall have no liability for any delay in delivery of the bike(s), or failure to deliver the bike(s), where the delay or failure is caused either by an Event or Events Outside Our Control or the customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the return of the bike(s).
- 6.6. In the event of a requested roadside recovery, a flat £20 call-out fee will be levied. As soon as the recovery is requested by phone, the fee is chargeable.

## Refunds

- 7.1 We will refund you via BACS transfer only.
- 7.2. Unless the bike(s) is still faulty or not as described, you will be responsible for the cost of returning the bike(s) to us.
- 7.3. Because you are a customer, we are under a legal duty to supply services that conform with our contract. As a consumer, you have legal rights in relation to services that are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 8. Services, After-sales Service, Parts and Guarantees

- 8.1. Where applicable, details of manufacturers' guarantees will be provided with any parts, whether they are original equipment or aftermarket. If a part is supplied by us, it is our responsibility to liaise with the manufacturer in the case of failure. If the part is supplied by you and it fails in accordance with the warranty, it is your responsibility to contact the manufacturer.
- 8.2. All warranties are non-transferable and only apply for the original customer.
- 8.3. We are under a legal duty to supply parts that conform with the contract.
- 8.4. If a specific part cannot be supplied, we will contact you to discuss further options.

## 9. Complaints and Queries

- 9.1. If you are not happy with any aspect of our service, discover a fault with our website, or if you have any queries relating to an order, please contact us via email or phone and we will do everything we can to help.

**9.2.** Any complaints should be made to richard@thecornerbikerepairshop.co.uk. We endeavour to respond to complaints within 24 hours and they will be dealt with in a swift and efficient manner.

## **10. Internet Safety, Website Guarantee & Social Media Conduct**

**10.1.** Although we take all reasonable steps to protect your personal information, we cannot guarantee the complete security of any data you disclose online. You accept the inherent security risks of providing personal information and dealing online over the internet. The Corner Bike Repair Shop Ltd cannot be held responsible for any breach of security unless it is due to our negligence.

**10.2.** Our website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws regarding the website and its use. You agree not to upload or transmit through the website any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and any material which is defamatory, offensive or of an obscene character.

**10.3.** You must not post any negative or defamatory opinion or details about our contract on social media (including but not limited to Facebook, Instagram, Twitter, Snapchat) until The Corner Bike Repair Shop Ltd has been informed first of any work you deem substandard and that we have been given due time to rectify this issue.

**10.4.** Third Party Links – As a convenience to our customers, the website may include links to other websites or material which are beyond our control. We are not responsible for such websites or material nor do we review or endorse them. We will not be liable, whether directly or indirectly, for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources

## **11. Liability**

**11.1.** If we fail to comply with these conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our negligence. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

**11.2.** We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) 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
- (e) defective products under the Consumer Protection Act 1987.

**11.3.** We disclaim all liabilities in connection with the following: incompatibility of our website with any of your IT equipment, hardware or software; technical problems including errors or interruptions of the website; unsuitability, unreliability or inaccuracy of the website; and failure of the website to meet your requirements.

**11.4.** To the full extent allowed by applicable law, you agree we will not be liable to you or any third-party for any consequential or incidental damages (including, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the website.

**11.5.** The Corner Bike Repair Shop Ltd will be under no liability for any death, personal injury, loss and damage of any kind whatsoever (other than death or personal injury established to be the direct result of

our negligence) whether consequential or otherwise caused directly or indirectly including but not limited to loss of profits.

## 12. Events Outside Our Control

**12.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an Event or Events Outside Our Control including, without limitation, theft, natural disasters, and public telecommunications failure.

## 13. Variation

**13.1.** The Corner Bike Repair Shop Ltd amends these conditions from time-to-time. Each time you order services from us, the conditions in force at the time of your order apply to the contract between you and us. It is your responsibility to check for such amendments.

## 14. Communications between us

**14.1.** Any notice or other communication given to the customer under or in connection with the contract shall be in writing or by phone.

## 15. Members' Registration

**15.1.** You must ensure the personal information you provide on registration is true, accurate, current and complete in all respects; and you are not impersonating any other person or entity.

**15.2.** After providing us with correct personal details, this will be held by us in accordance with the registration we have with the Information Commissioner's Office.

## 16. Other Important Terms

**16.1.** You may only transfer your rights or your obligations under these conditions to another person if we agree in writing.

**16.2.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**16.3.** Each of the paragraphs of these conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**16.4.** If we fail to insist that you perform any of your obligations under these conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean we will automatically waive any later default by you.

**16.5.** These terms are governed by English law. This means a contract between us which results in any dispute in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

## 17. Intellectual Property

**17.1.** The content of the website is protected by copyright, trademarks, database and other intellectual property rights. You acknowledge the material and content supplied as part of the website shall remain with us.

**17.2.** You may retrieve and display the content of the website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one

copy for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.

**17.3.** You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the website.

## **18. Parts, Service & Repair**

**18.1.** Quoted prices for parts could change without notification if altered by the manufacturer or supplier. Agreed part replacements must be paid for before the service begins.

**18.2.** The Corner Bike Repair Shop Ltd will not be liable for losses or damage of any kind caused directly or indirectly by any delay in the delivery of parts, nor will any such delay entitle the customer to cancel or rescind the contract.

**18.3.** If the customer defaults in paying for any parts ordered, we reserve the right to re-sell the parts without giving notice to the customer.

**18.4.** While carrying out work requested by the customer, we may discover in the interest of safe and satisfactory completion of the work requested, additional repair work appears necessary. In such cases, we will promptly contact the customer to obtain approval for carrying out the additional work. In the event the customer cannot be contacted promptly, all work except the supply of parts can be completed and charged for. All service work done will be charged on completion.

**18.5.** The release of your bike(s) after completion of the contract will be subject to our invoice being paid in full by cash or by bank transfer.

**18.6.** The Corner Bike Repair Shop Ltd does not accept responsibility or liability for any delay in completion of works carried out when circumstances are beyond our control (see point 12).

**18.7.** If the customer does not pay their invoice in full within five business days of being notified the work is complete, we reserve the right to levy storage charges at £20 per day.

**18.8.** Any bike(s) which has been serviced according to the contract and not been paid for by the customer may be sold by us after one calendar month of the invoice being sent. However, before proceeding to sell the bicycle, we will first give the customer seven days written notice of our intention. Any sale of a bicycle under this clause shall be by any means deemed appropriate.

**18.9.** If at any time before the work commences, the customer decides to cancel the repair, they will be liable to make payment of any parts ordered and a calculation of the cost of labour on a pro rata basis to the maximum of the agreed labour will be charged.

## **19. Cancellation Policy**

**19.1.** We reserve the right to cancel the contract between us if:

(a) we have no mechanic available to provide the services you have ordered;

(b) one or more of the services you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information.

(c) we have reason to suspect there is a risk of a fraudulent transaction.