

# Customer Terms & Conditions

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## Who are we and our contact details

We are **GET CYCLING COMMUNITY INTEREST COMPANY**.

We're a company registered in England and Wales with company number **06685049** whose registered address is at **22 Hospital Fields Road, Fulford, York, YO10 4DZ**.

You can get hold of us in any of the following ways:

- by telephoning us on **01904 636 812**
- by emailing us at **admin@getcycling.org.uk** or
- by writing to us at **22 Hospital Fields Road, Fulford, York, YO10 4DZ**
- by completing our contact form on our website: [getcycling.org.uk/contact/](https://getcycling.org.uk/contact/)

In case you need it, our VAT number is **943115934**.

## What do these terms do and why they are important

These terms and conditions are important. Please read them carefully before you place an order with us. They explain how we will provide you with the goods that you have ordered. They describe our payment terms and delivery times. They also set out the situations in which this contract may be amended or cancelled by you or by us and what you should do if there is a fault with the goods which we have provided to you, amongst other matters.

If, in these terms and conditions, we say that either of us may contact the other in 'writing', then this means it can be by letter or by email.

## The goods and services we provide

We sell, hire, service, and repair inclusive cycles and accessories, this includes:

Goods:

- made-to-order inclusive cycles
- custom-made adapted cycles
- refurbished cycles
- off-the-shelf cycles, parts and accessories

Services:

- hire cycles and accessories
- service and repair of cycles
- off-site fleet services

We only sell goods and services in the UK.

### **Your personal details and how we will contact you**

For information about how we collect and use your personal information, please see our privacy notice which is available here: [getcycling.org.uk/privacy-policy/](https://getcycling.org.uk/privacy-policy/)

### **The order process and the contract between you and us**

When you place an order with us, the legal contract between you and us will only come into existence when we tell you that we can provide the goods to you.

If we tell you that we cannot provide the goods to you for whatever reason, then we will not charge you for them. If we tell you that we are unable to provide the goods, and we have already received payment from you, then we will promptly refund you for any goods which we cannot provide to you.

### **About the goods**

Any descriptions or images of the goods, and the packaging in which they are provided, which are set out in our catalogues or on our website, are for illustration only. While we endeavour to be as accurate and consistent as possible, the goods may be slightly different to those descriptions or images.

Most of our goods are made-to-order which means that the size, dimensions, or weight of the made-to-order goods may vary by up to 5% above or below the amounts quoted in our catalogues or on our website.

If you place an order for goods that are to be made to measurements which you have given to us, then you must ensure that those measurements are accurate. You are responsible for them.

## Changes to goods

If you would like to make a change to the goods which you have placed an order for, then please contact us as promptly as you can using the contact details above.

We will always be happy to discuss with you whether the change you would like to make is possible, and whether there are likely to be any changes to price, times for delivery, any suspension period whilst any changes are made, or any other consequences or changes arising from your request.

If your requested change is possible, we'll provide you with a quote and ask you to confirm in writing that you would like to continue with the change, to ensure that we're both clear on how we need to fulfil your request.

Changes to an existing order may be subject to a £45 administration fee.

In some circumstances we may need to make minor changes to the goods which you ordered. As these are minor changes and will not affect your use of the goods, we will not usually contact you about these. These minor changes are likely to be:

- because we need to update the goods to implement a change in the law, or a regulatory requirement; and/or
- because we need to make minor technical changes or enhancements, that will not affect your use, handling, or enjoyment of the goods.

It is possible that exceptionally, we may need to make a more major change to the goods. If these exceptional circumstances arise in relation to an order that you have placed with us, then we will contact you before we make the change to let you know. If you do not want to proceed with the change, you'll be entitled to cancel the contract and [your rights to cancel](#) terms below will apply.

For any cycles which are custom-specification or made-to-order, all deposits are non-refundable.

## Payment details

The price of the goods will be the price set out in our quotation at the time when you place your order unless another price has been expressly agreed and confirmed in writing between us.

Our prices outline VAT at the current rate unless it is stated that VAT zero-rated compliance is met. If Zero Rated compliance is not met or a false claim is admitted then we will charge you the VAT on the purchase. Please see our FAQ's and Resources on zero-rated VAT here: [getcycling.org.uk/resources/](https://getcycling.org.uk/resources/)

We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. If an error has been made and the price in the price list is higher than the price in your order, we will contact you to confirm how you would like to proceed (and if you want to cancel the contract [your rights to cancel](#) terms below will apply).

Any costs for delivery of the goods and other costs associated with the goods (such as import taxes and costs, customs, and duty charges) will be the amounts that we confirmed to you before placing your order.

When you need to pay depends on whether we provide you with made-to-order or off-the-shelf goods, or provide you with services:

- for all goods made-to-order, you must pay a minimum 35% non-refundable deposit on order confirmation or provide us with a Purchase Order if you are buying on behalf of an organisation.
- for all goods made-to-order, a further 35% payment is due once we have confirmation from the supplier that your goods are being made.
- for all made-to-order and off-the-shelf goods and any services provided, you must pay the full balance before we deliver them to you, or you collect them from us.

For any cycles which are custom-specification or made-to-order, all deposits are non-refundable. In special cases may be subject to a cancellation fee, which we will consider these on an individual basis.

We accept payment by cash, credit card, debit card, cheque, and BACs.

## Lead-times

Before you place your order, we will let you know the current estimated supplier lead times and indicate when we expect to deliver the goods to you.

For made-to-order goods the lead-times can be up to 4 months.

Due to the nature of the availability of parts to the cycle industry globally, these lead-times are only estimates and may be subject to change. We will keep you informed of changes as we are made aware of them. We will not be responsible for any delays due to these circumstances.

## Delivery and collection of goods

We will contact you to arrange delivery or collection of goods. Delivery will either be made by:

- our staff if we need to hand-over an inclusive cycle
- by a courier or Royal Mail if appropriate
- collection by you from our shop in York

If no one is available to take delivery when our staff try to deliver and hand-over the goods to you, then we will contact you about how to re-arrange delivery or your collection at our shop. We will charge you for the costs of a re-arranged delivery and may charge you for the storage costs we incur during this period should additional space be required to store your purchase.

If a courier or Royal Mail is unable to deliver the goods, they will either attempt to re-deliver the following day or leave a card for you to re-arrange a suitable time for re-delivery. If they must return the goods to us due to failed delivery, we will charge you for the costs of a re-arranged delivery and may charge you for the storage costs we incur during this period as well.

We do not accept liability for any delay or failure of the delivery of the goods, where the delay or failure is caused by your failure to provide us with adequate delivery instructions, or any other instructions that are relevant to the delivery of the goods.



If you told us that you would like to collect the goods, then you can collect them once we have confirmed that they are ready. You can collect between 8.30am and 5.00pm from Monday to Saturday. If you do not collect the goods from us within 21 days of us letting you know that they are ready for collection, we will contact you about what to do next, and we will charge you for the storage costs we incur during this period.

Storage costs start at £5 per day per conventional bike, and increase depending on the size of the cycle(s).

If the goods are not collected or returned as unwanted the non-refundable deposit charge will become applicable. We do not accept liability for the costs of returns or collections. It is the customer's responsibility to ensure they are purchasing the correct cycle or accessory.

If after this, we are still unable to arrange the re-delivery or collection of the goods with you, then we may cancel the contract and the consequences set out in [our rights to cancel](#) below will apply.

### **Responsibility for and ownership of goods**

You will be responsible for goods from the point at which we deliver the goods to you. If you have told us that you are collecting the goods, you are responsible from the point at which you collect the goods from us.

All goods remain the property of Get Cycling CIC until payment is made in full.

### **Once you have accepted the goods**

All our cycles are packaged and delivered with the utmost care, but we cannot guarantee they will be blemish free, or that parts may need aligning back into position due to transport.

Refurbished cycles are sold on the acceptance that there may be damage to the body or paintwork, however, this will have been described and shown to you before purchase.

It is the customer's responsibility to always carry out a pre-ride check before any ride. It is the customer's responsibility after the initial bedding in period to ensure all brakes and gears are realigned and adjusted. We recommend a bedding in period of 6 weeks of regular use (e.g. cycling several times a week for half an hour or more).

We offer all customers a free first service within two months of collection/delivery if you are able to bring the cycle to us in York. You may need to book an appointment if you require a very quick turnaround due to distance travelled. If you are unable bring the cycle to us, you will need to have the first service carried out at your cost with another cycle shop.

Maintenance and servicing will be the responsibility of the customer. Cycles must be serviced a minimum twice a year to fall in line within the manufacturer's guidelines. Our warranty and manufacturer's warranty is valid only if the cycle has received a 'first service' after approximately 100 miles.

[getcycling.org.uk/about/warranty-policy/](https://getcycling.org.uk/about/warranty-policy/)

## Your obligations

We will inform you during the order process of information which we need from you in order to provide you with the goods. We will contact you to request this information.

If you don't provide us with this required information in a specified time outlined in the order confirmation, or if information which you give us is not accurate, we may cancel the contract (and the consequences set out [our rights to cancel](#) terms below will apply).

If you don't give us required information within the specified time, we will not be liable to you if this causes a delay in providing you with the goods or if we do not provide any part of them to you.

## If there is a fault with the goods



We hope that you are satisfied with the goods which we have supplied to you, but if there is a fault with them, please contact us straight away using the details set out above in [who we are and our contact details](#).

We must provide goods to you which meet your consumer rights. The Consumer Rights Act 2015 says that the goods must be as described, fit for purpose, and of satisfactory quality. If your goods don't conform to this, then they are classed as a faulty good and can be returned for a repair, replacement, or refund, depending on the length of time you've owned them for.

If you need more detailed information, you can contact Citizens Advice or your local Trading Standards Department. For more information on Consumer Rights and for contact details visit: [gov.uk/consumer-protection-rights](http://gov.uk/consumer-protection-rights)

In addition to your consumer rights, all new cycles and accessories we provide are covered by manufacturer's warranty. For any refurbished cycles we provide, we offer a 6-month warranty. Read our warranty policy here: [getcycling.org.uk/about/warranty-policy/](http://getcycling.org.uk/about/warranty-policy/)

If you have a product which you think is faulty, please start by reporting the fault, immediately after noticing it, in writing and with photographs and/or professional reports provided. Proof of purchase must also be provided. If you decide to trigger your consumer rights to reject goods, then you must either return the goods in person, or post or courier them back to us using the contact details outlined above in [who are we and our contact details](#) so we can provide an assessment and get back to you with what happens next.

Once we receive the goods, one of our Cytech qualified mechanics will provide an assessment on the cycle and write a report regarding the fault and the cause. If it is confirmed that the fault was present when the customer took ownership of the goods, then we will arrange a repair, replacement, or refund, depending on the length of time you've owned them for.

We will not be held responsible if the cycle or any accessories are returned damaged or a fault has been caused by the customer due to deliberate damage, accidental damage, misuse, wear and tear, or damaged in an attempted assembly, service or repair by the customer or a third party. If the problem is found to be due to neglect/abuse/accident or not covered under the warranty, then the cost of replacement parts and repair will be the customer's responsibility.



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If we provide any advice to you, including in any demonstrations and instructions or manuals provided to you with the goods, then you should follow these carefully. We will not be liable to you for any injury or damages which is caused due to your failure to follow such advice or instructions.

If the fault has developed due to any of the reasons above, then the costs of the repair or replacement, plus collection and delivery costs, will be provided to the customer in a quote before work progresses, or it will be the customers responsibility to re-collect the goods.

## **Refunds policy**

As most of our goods are made-to-order, and many are custom specification, we do not offer refunds.

Part of our customer service policy is that all customer's come to our shop in York and take part in an assessment to see which cycles are suitable and are able to go on test rides on our demo cycles before committing to a purchase. If you have been offered a demo appointment but have declined for any reason and decide go-ahead with a custom-specification or made-to-order cycle anyway, you agree to accept the goods as they are, and you will not be eligible for a refund.

There are exceptional circumstances where we may consider buying-back goods where a customer has found the cycle is not suitable. The goods would need to be something we believe we are able to sell on to another customer in the near future and not something we already have in stock.

If you are cancelling the contract for any other reason which is not set out above including if you have changed your mind, all made-to-order cycles deposits of 35% are non-refundable, plus a restocking fee of 10% of the value of the order. All other goods and services have a restocking fee of 10% to cover the costs we have incurred due to you cancelling the contract.

We do not refund delivery charges.

If you cancel the contract after we have dispatched goods, then you must return the goods to us by returning the goods in person to our shop in York or posting them





back to us, or if they are not suitable for posting, then you must allow us to collect them from you, or arrange a courier. You will be responsible for the costs of returning the goods to us or for contacting us promptly to make arrangements for collection.

[getcycling.org.uk/deliveries/](https://getcycling.org.uk/deliveries/)

## Your rights to cancel the contract

If any of the following circumstances apply, you have the right to cancel this contract:

- we have informed you that there was an error with the price or the description of the goods when you placed the order, and you now do not wish to proceed based on the correct price or description
- we have informed you that we need to make a major change to the goods and you do not want to proceed with the change
- there is a significant delay (of more than 6 months) in providing the goods to you, because of circumstances which are not within our control
- you have some other legal right to cancel the contract because of something we have done.

If you do cancel the contract for any of the above reasons then we will provide you with a refund for any goods which you have paid for, but we have not yet provided, or we may provide you with a refund for any goods which have not been properly provided to you.

For any cycles which are custom-specification or made-to-order, all deposits are non-refundable.

In addition, under the Consumer Contracts Regulations of 2014, for any products that are not made to order or custom-made you have the right to cancel your order up to 14 days from the day you receive your goods if you are an online, mail or telephone order customer. You then have a further 14 days from the date you notify the retailer of your cancellation to return the goods. The refund will include any standard delivery charges paid. You will be responsible for the cost of returning a cancelled order to us.

### **Our rights to cancel the contract**

If you don't comply with your obligations in these terms and conditions, we may cancel the contract. The following are examples of circumstances where we would consider that you have not complied with your obligations:

- you do not pay us on time and you do not pay us within 14 days of us telling you that payment is overdue, or you do not contact us to discuss a payment solution
- you do not allow us to deliver the goods to you and do not re-arrange delivery of the goods
- you do not collect the goods within 21 days and you do not re-arrange collection;
- you do not provide us with information which we have requested from you within the specified time on the order confirmation

If we cancel the contract because you have not performed your obligations (including those examples listed above then we will provide you with a refund for any goods which you have paid for, but we have not yet provided, or we may provide you with a refund for any goods which have not been properly provided to you.

For any cycles which are custom-specification or made-to-order, all deposits are non-refundable.

### **General**

**These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of goods and services to you by us.**

Nothing said by any staff member on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.



We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we do so. Any transfer will not affect your rights under these terms and conditions.

Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract.

You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.

If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.

If we delay in exercising any right we have under the contract, this will not stop us from exercising that right against you at a later date.

If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. If you live in England or Wales, we both agree respectively that proceedings will be brought in the English courts. However, if you live in Scotland, you can bring proceedings in Scottish or English courts and if you live in Northern Ireland you can bring proceedings in Northern Irish or English courts.

**Thank you for considering Get Cycling CIC as your supplier of cycles, accessories and/or services and repairs. We are always open to conversations to help resolve any issues, in the rare instances they should they arise. We hope you are very happy with our cycles and customer service and welcome your feedback.**

