

## Terms & Conditions for Website Usage and Sale. Real Cycles. <http://www.realcycles.co.uk>

In these Terms and Conditions the following terms shall have the meanings set out below:

"Seller" shall mean Real Cycles, Temple Shopping Centre, Temple, Down, BT27 6YL. VAT NO. GB 8393 637 77, General email: [info@realcycles.com](mailto:info@realcycles.com), Telephone number: 02892 639420.

"Buyer" shall mean any person, partnership or body corporate detailed in the appropriate section of the sales invoice/order form/delivery note.

"Goods" shall mean the item/s detailed in the appropriate section of the sales invoice/order form/delivery note.

"Price" shall mean the sum due to the Seller from the Buyer for the Goods and shall include VAT at the appropriate rate unless otherwise stated.

"Working day" shall mean any day excluding Saturdays, Sundays and public holidays.

"Calendar day" shall mean any day including Saturdays, Sundays and public holidays.

We are a member of the following trade associations/professional bodies: Association of Cycle Traders.

### 1. INTRODUCTION

**1.1** These terms and conditions are prevalent at the point where your order was dispatched and, as such are the terms and conditions to which you have agreed and are bound. Further activity on our website will be bound to the terms and conditions prevalent at the time, which may have changed since this notice was issued. You should check our website from time to time for revised terms and conditions.

**1.2** If you have any concerns about material on our site, please contact us by email at [info@realcycles.com](mailto:info@realcycles.com).

### 2. ORDERING FROM US

**2.1** Our order is deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

**2.2** Our acceptance of an order takes place when we dispatch the order. When we dispatch the order the purchase contract will be made, unless we have notified you that we do not accept your order or you have cancelled your order.

**2.3** We may refuse to accept an order:

- where goods, services or information ordered by you are not available;
  - where we cannot obtain authorisation for your payment;
  - if there has been a pricing or product description error; or
  - if you do not meet any eligibility criteria set out in our terms and conditions.
- (e) if we do not deliver to your area;

Where we do not accept your order but have processed your payment, we will re-credit your account with any amount deducted by us from your debit or credit card as soon as possible, but in any event within 30 days of your order. We will not be obliged to pay any additional amount as compensation for disappointment.

### 3. PRICING

**3.1** All prices include VAT (where applicable) at the current rates.

**3.2** Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rate will be displayed to your prior to you placing your order.

**3.3** Our prices are reviewed regularly.

### 4. DELIVERY

**4.1** We will deliver goods ordered by you as soon as possible to the address you give us for delivery, within 28 days of your order except where we contact you to inform you of delays.

**4.2** Where we inform you of delays, you will have the right to cancel your order or accept our revised projections for delivery.

**4.3** We will inform you by email at the point when your goods are dispatched.

**4.4** 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 or email, of the problem within 7 working days of the delivery of the goods in question.

**4.5** If you do not receive goods ordered by you within 28 days of our notification of dispatch, we shall have no liability to you unless you notify us in writing or email at our contact address of the problem within 7 days of our maximum delivery period of 28 days from the date on which we informed you that we had dispatched the goods.

**4.6** You will be required to sign for goods in most circumstances.

**4.7** You are required to check goods immediately upon receipt to check for signs of delivery damage and, where you believe damage has occurred, you must mark the delivery drivers paperwork to indicate that the goods are "damaged" or, where the goods are substantially damaged, refuse delivery completely and contact us immediately on 02892 639420. It is very difficult for us to claim against our courier's insurance if you have signed to accept the goods.

### 5. LIABILITY

**5.1** 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 or email at our contact address of the problem within 7 working days of the delivery of the goods in question.

**5.2** If you do not receive goods ordered by you within 28 days of the receipt of the notification of dispatch, we shall have no liability to you unless you notify us in writing or email at our contact address of the problem within 38 days of the receipt of the notification of dispatch.

**5.3** If you notify a problem to us under condition 5.2, our only obligation will be, at your option:

- to make good any shortage or non-delivery;
- to replace or repair any goods that are damaged or defective; or
- to refund to you the amount paid by you for the goods in question in whatever way we choose.

**5.4** 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 5.3(c) above.

**5.5** 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 certain 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.

**5.6** Notwithstanding the foregoing, nothing in these terms and 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.

### 6. CANCELLATION OF CONTRACTS FOR GOODS AND RETURNS POLICY - FOR CONSUMERS ONLY

**6.1** This section applies to consumers only (and not to businesses or other organisations) who order goods

**6.2** If you wish to cancel your order:

- you can notify us by email to [info@realcycles.com](mailto:info@realcycles.com) before we have dispatched the goods to you; or
- where goods have already been dispatched to you, by notifying us in writing either at our advised address or by emailing [info@realcycles.com](mailto:info@realcycles.com) and subsequently returning the goods to us in accordance with clause 6.3 below.

**6.3** You can change your mind and return goods you have ordered from us for any reason at any time within 14 days of receipt for a full refund or exchange, subject to the following:

- 6.3.1** You must inform us in writing or email of your cancellation, at our advised address within 7 calendar days of your receipt of the goods.
- 6.3.2** You must return the goods to us at your expense, to be received by us within 7 calendar days of issuing your written notice of cancellation.
- 6.3.3** You must take reasonable care of the goods whilst they are in your charge.
- 6.3.4** You accept full responsibility for the goods until they are received by us, in a satisfactory condition, and are therefore advised to employ a "signed for" and insured delivery service when returning goods.
- 6.3.5** Where goods are not received by us within 7 calendar days of your notice, we reserve the right to collect goods from your premises at your expense, the cost of which will be advised to you, and you are required to make the goods available for our collection on a mutually convenient day within the following 7 working days.

**6.4** We will issue a refund of the purchase price of the goods excluding any associated initial delivery costs or an exchange credit as required, less (if for any reason these costs have not been paid by you) the costs of delivery to us within 30 calendar days of the receipt of your notice of cancellation, or upon receipt of the goods, whichever is soonest.

**6.5** The rights to return the goods to us as referred to in clause 6.3 will not apply in the following circumstances:

- in the event that the product has been used or fitted save for your need to assess the product for suitability.
- to any products that we have made or customised specifically for you
- to any products that by their nature have a limited lifespan, such as drinks and food
- to any product where packaging seals have been broken where the seal is required to maintain the product.

The provisions of this clause 6.5 do not affect your statutory rights

### 7. LICENCE

**7.1** You are permitted to print and download extracts from our website for your own use on the following basis:

- no documents or related graphics on our website are modified in any way;
- no graphics on our website are used separately from accompanying text; and
- any of our copyright and trade mark notices and this permission notice appear in all copies.

**7.2** Unless otherwise stated, the copyright and other intellectual property rights in all material on our website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from our website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use our website automatically terminates and you must immediately destroy any downloaded or printed extracts from our website.

**7.3** Subject to clause 7.1, no part of our website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

**7.4** Any rights not expressly granted in these terms are reserved.

### 8. SERVICE ACCESS

**8.1** While we endeavour to ensure that our website is normally available 24 hours a day, we will not be liable if for any reason our website is unavailable at any time or for any period.

**8.2** Access to our website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

### 9. VISITOR MATERIAL AND CONDUCT

**9.1** Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to our website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

**9.2** You are prohibited from posting or transmitting to or from our website any material:

- which is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- for which you have not obtained all necessary licences and/or approvals;
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

**9.3** You may not misuse the Website (including, without limitation, by hacking, impersonating any person or entity or falsely misrepresent your affiliation with a person or entity, 'stalk' or harass another or collect or store personal data about other users).

**9.4** We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 9.2 or 9.3.

**9.5** It is your responsibility to determine that your input into our site, including use of any chat room areas of our or associated sites, including your choice of your user name, conforms to the above conditions. Remember that the site and your content may be accessed by children.

**9.6** If you notice any content which breaches these conditions, please notify us by email to [info@realcycles.com](mailto:info@realcycles.com).

### 10. LINKS TO AND FROM OTHER WEBSITES

**10.1** Links to third party websites on our website are provided solely for your convenience. If you use these links, you leave our website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to our website, you do so entirely at your own risk.

**10.2** If you would like to link to our website, you may only do so on the basis that you link to, but do not replicate, the home page of our website, and subject to the following conditions:

- you do not remove, distort or otherwise alter the size or appearance of the Real Cycles logo;
- you do not create a frame or any other browser or border environment around our website;
- you do not in any way imply that we are endorsing any products or services other than our own;
- you do not misrepresent your relationship with us nor present any other false information about us;
- you do not otherwise use any Real Cycles trade marks displayed on our website without our express written permission;
- you do not link from a website that is not owned by you; and
- your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause 10.2 for breach of these terms and to take any action we deem appropriate.

**10.3** You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 10.2

### 11. DISCLAIMER

**11.1** While we endeavour to ensure that the information on our website is correct, we do not warrant the accuracy and completeness of the material on our website. We may make changes to the material on our website, or to the products and prices described in it, at any time without notice. The material on our website may be out of date, and we make no commitment to update such material.

**11.2** The material on our website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with our website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to our website.

### 12. LIABILITY

**12.1** We, any other party (whether or not involved in creating, producing, maintaining or delivering our website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with our website in any way or in connection with the use, inability to use or the results of use of our website, any websites linked to our website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing our website or your downloading of any material from our website or any websites linked to our website.

**12.2** Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

**12.3** If your use of material on our website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

**12.4** You agree, on behalf of yourself and your business entity or organisation, jointly and severally to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of our website, or the use by any other person using your registration details.

### 13. GOVERNING LAW AND JURISDICTION

**13.1** These terms and conditions shall be governed by and construed in accordance with UK law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the UK courts where the claim is brought by you, save where you have legal rights to bring any claim in respect of such a dispute in any other jurisdiction. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

**13.2** We do not warrant that materials, services or information for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access our website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

### 14. MISCELLANEOUS

**14.1** You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

**14.2** If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

**14.3** No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999