

How we work (and some legal stuff)

We need to provide our terms and conditions (legal stuff) and it is assumed when you purchase services from us that you have read these. We are also aware that T&Cs are long, full of legal jargon and let's face it most of us do not read them, so we have also listed a few key points to note about our service.

Booking a service

- We operate a first come first serve policy. We strongly recommend booking in advance to avoid disappointment.
- Booking a service is simple
 - On-line via our self-serve system
 - In store
 - Call us
- Bookings can be made up to 1 month in advance
- Service bookings refer to the drop off only. Estimated collection date/time will be advised at drop off.
- Please plan ahead. If you have a race, event or holiday we suggest you don't walk into our store the day before expecting your bike to be serviced or repaired, you will be disappointed.
- 'Shut Happens' – we also have time off and similar to you this is likely to be around traditional holiday dates. Please plan ahead to avoid disappointment.

Turnaround time

- As a general guide please allow the following:
 - Tune up 1-2 days
 - Main Service 3-5 days
 - Full Service >5 days
- Whilst we will do our best to advise work required and parts needed when the bike is handed over, during the service we may identify additional work. Additional work may extend turnaround times.

Factory Direct Bikes

- We are passionate about bikes and endeavor to service and repair all brands and types, but our passion is sometimes limited by support provided by the manufacturers.
- An increasing number of on-line only brands such as Canyon and YT refuse to support independents and are actively promoting the closure of physical cycle shops. For these brands we can only provide tune up services.

Payment

- We welcome offers of coffee and cake but unfortunately our suppliers demand payment in hard cash. We appreciate cycling may be your hobby, but this is our business and we need income to sustain it.
- We do not bargain or negotiate on service charges. Please do not attempt to haggle when you collect your bike. We will contact you to agree any additional cost before

proceeding and we are likely to incur costs in advance to purchase parts. We request you honor these agreements.

Kids and Junior Bikes

- Unfortunately, the size of a bicycle has limited influence on the time taken to service or the cost of replacement parts.
- From experience parents can be disappointed by the costs associated with servicing kids bikes and for this reason we do not offer a standard service for kids and junior bikes.
- If you require your kid's bike to be serviced or repaired, please call us or drop by the shop to discuss. We will not accept an on line booking for kids or junior bikes.

Seized parts

- Bikes can and do suffer from seized parts such as seat posts, bottom brackets, stems, headset etc. We also regularly discover rounded or damaged bolts.
- If we find a seized or damaged part which cannot be easily removed, we will not attempt to remove it. We will leave the part in situ.
- Removing seized or damaged parts can involve considerable effort and labour hours. Attempts to remove these parts can also cause additional damage to your bike and in some cases render your bike unusable.
- Freeing/removing seized or damaged parts is not included in our standard services.

Parts sourced elsewhere

- Customers are guided to Velominati rule# 58 (<http://www.velominati.com>) but we recognize that retail is now an experience enjoyed at work, on the train, in bed or on the loo. The majority of our customers will and do purchase their bikes and parts on-line and we will fit parts you have purchased on-line.
- Please check with us before purchasing on-line, we do generally match on-line prices where possible and we can usually obtain stock within 1-2 days.
- However, this does not mean that we are installers for the internet. We will charge for installing parts you have purchased on-line. Please do not bring components into our shop expecting installation free of charge!
- We do not warrant parts not purchased from us and do not guarantee or warrant compatibility or performance of any parts not purchased from us. Refer to the original retailer you purchased the parts from for any warranty claims.
- Please respect this is our business not a hobby. Whereas we will always want to help and offer advice if we believe you are seeking our advice to then purchase on line we will politely decline to assist. Please seek advice from the on-line retailer you plan to purchase from.
- We also politely request that customers planning to purchase items on-line do this outside and not in our shop while talking to us!

Borrowing our tools

- Please don't ask to borrow tools from our workshop, this is our business, we sell workshop services.
- Please don't argue with us about this. The job may be quick and simple, but if this is the case then you don't need our assistance.
- If you need to inflate your tyres of course you can borrow our pump, we generally have a track pump in the shop for customer use. If you don't know how to use our pump please ask rather than break it.
- If you have a puncture and need to borrow a few tyre leavers or your saddle has come loose, and you need to borrow a hex then we will be happy to assist and get you on your way, but this is our limit.

Low quality bikes and components

- Whereas we generally do not believe in the 'you get what you pay for' assumption, (cyclists are also known to pay many thousands for a bikes and components that have little performance benefit than a more affordable model), we can say that many bikes at the lowest price points are extremely poor quality.
- Unfortunately, our experience has shown that many low-priced bikes (generally those £200 or less) are equipped with low quality and often dangerously inadequate parts.
- We cannot say that all low-priced bikes are poor quality but may decline to service bikes that we regard to be of such a low quality as to be non-serviceable or dangerous.
- In recent years the internet has opened up a world of bikes and components that can be purchased direct from the Far East, but bypass UK /EU standards developed over many decades to keep consumers safe. For these items the general rule is 'buyer beware' but we are subject to UK/EU law and cannot service or maintain these bikes/components.

Customer Adjustments

- Your bike is fitted with a number of customer adjustments such as
 - Front and Rear derailleurs cable tension
 - Brake cable tension
- When we set up your gears and brakes, we complete our final adjustments using these customer points, but we will leave plenty of adjustment for you to use.
- Bicycle gears will need adjusting over time through use. If you don't know how to adjust your gears to maintain optimum working, please ask when you collect your bike.
- Of course, if you find an issue with your bike following a service please contact us and we will rectify it.

Creaks, knocks and clicks

- Bikes are made up of mechanical parts and many involve metal on metal movement which cause noise, some barely audible others very loud and some annoying.
- For creaks, knocks and clicks we follow an industry recognized procedure which checks the most common causes:
 - Wheel hubs and spokes
 - Headset
 - Pedals, cranks and bottom bracket
 - Seatpost and saddle
- With the introduction of light weight carbon fibre frames, internal cable routing and press-fit bearings we have found creaks, clicks and knocks can be a result of the bike design.
- Some riders are more sensitive to noises than others and we appreciate this. We will always check bikes to ensure the safety and correct operation, but we cannot guarantee all levels of creaks, knocks and clicks can be resolved to your satisfaction.
- Creaks, knocks and clicks are often reported by riders when they are well into a long ride. Obviously if we cannot replicate the symptom in the shop or via a short test ride it is not viable for us to ride your bike for a few hours. We will carry out our set creak, knocks and clicks routine and assure you that all is mechanically sound – pardon the pun!

Abuse of our staff

According to research undertaken during 2018 two thirds of retail staff in the UK have witnessed or been subject to violence or aggression from customers. As with any hobby, cycling can become a passion or even an obsession, we understand this. We also understand that life can sometimes be frustrating, stressful and we don't always get what we want when and how we want it. We endeavor to be helpful and courteous with everyone who enters our shop, but we will not tolerate abuse of our staff. It is not nice; you may gain benefit from letting off steam, but do not assume our staff want to receive it. We will ask you to leave and if you don't, we will call the Police.

Terms & Conditions (the legal stuff)

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just contact us at info@thecycleguy.co.uk

Application

- These Terms and Conditions will apply to the purchase of the services and goods advertised in our website, catalogues, brochures or other form of advertisement by you (the **Customer** or **Client** or **you**)
- We are Potterspurty Services Ltd whose trading name is The Cycle Guy a company registered in England and Wales under number 9953809 whose registered office is at 14 High Street, Potterspurty, Towcester, Northamptonshire, NN12 7PQ with email address info@thecycleguy.co.uk; (the **Supplier** or **us** or **we**)
- These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.
- We reserve the right to change the Terms and Conditions at any time and it is your responsibility to check them before ordering. This does not affect your statutory rights

Basis of Sale

- The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
- When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay, which must be due to running out of stock or resources, a price or description mistake, inability to obtain your payment or other genuine and fair reason.
- A contract will not be formed between us for the purchase of goods until your payment has been approved by us, we have verified prices and the order has been processed and dispatched.
- Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
- No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing
- We endeavour to ensure all prices and descriptions which appear on our website are accurate but error may occur.
- If we discover an error we will inform you as soon as is possible and offer you the opportunity to either reconfirm your order at the correct price and or description or cancel your order. If for whatever reason we are unable to make contact with you the order will be treated as cancelled.
- If the order is cancelled by either party due to the reasons stated above you will receive a full refund.
- All prices are inclusive of VAT unless stated otherwise
- Delivery is charged separately and where it is charged it will be displayed and included in the 'Grand Total' amount payable.
- We purchase from our suppliers with the understanding that we will only sell to private customers. We reserve the right to refuse or cancel any orders that we suspect are, due to their quantity and or frequency, intended for purposes not indicative of private or club use.
- We do not sell to customers outside the United Kingdom

Product Descriptions, Specifications and Suitability

- Product descriptions, specifications and suitability/compatibility information is based on manufacturer supplied information available at the time of publishing. We shall not be held responsible for suitability or compatibility of any parts or accessories derived from the information published on our website.

- If you have ordered an item that is unsuitable we will remedy this by providing a full refund as per our Returns Policy
- We strongly recommend that any spare parts, components or accessories are fitted by a competent person such as a qualified Cycle Mechanic in accordance with the manufacturer specifications, instructions or recommendations.
- We shall not be held liable for any damage caused by the fitting of spare parts, components or accessories.
- We recommend that you read warranty conditions for items before fitting and also review the warranty terms for your existing property that you intend to fit the item to. We shall not be held responsible if the item is damaged or your existing property is damaged or warranties are voided. Be aware that some manufacturer warranties are conditional on the use of qualified cycle technicians.
- Any views, opinions or comments expressed on products are for guidance only and do not constitute any part of a contract

Availability & Delivery Times

- We endeavour to ensure the availability of products advertised and that items are dispatched within the time-scales stated. If for whatever reason there is a delay in processing or dispatching your order we will inform you as soon as possible.
- If you have ordered multiple items these may be dispatched and arrive separately
- We have no liability to you for any delay with the delivery of items ordered. we will endeavour to ensure all orders are dispatched as quickly as possible. You can cancel delayed orders at any time.
- Sometimes we need to withdraw items due to obsolescence or being discontinued by the manufacturer. If you have ordered an item that has subsequently become obsolete or discontinued or withdrawn for any other reason, we will inform you and offer a suitable alternative if available. You may accept this alternative or cancel the order. If not alternative is available we will cancel the order and inform you.

Deposit Payments

- For bike orders we generally require a deposit payment of 50% of the sale price.
- A deposit of 25% may be required to lay-by items in our store.
- Items will be held in lay-by for a maximum of 14 days. After this point the items will be moved back to stock and deposits will be refunded in full.
- Cancelled bike orders are subject to re-stocking fees. Deposits will be refunded on cancellation less 25% of the full sale price.

Payment

- We accept payment over the internet via our secure check out pages. We accept most major credit cards. You can also pay via PayPal.
- We do not currently sell outside the United Kingdom
- All prices are in (£) sterling and are inclusive of VAT at the current rate as set by HMRC. It may be necessary to adjust prices in the event that VAT rates change. You may cancel your order and receive a full refund if this is not acceptable to you.
- Due to the way clearing systems work for credit card payments, payment is taken at the point of processing the order. If a refund becomes necessary due to cancellation payment will be refunded as soon as possible. However, payment may take a couple of days to show as cleared on your account sending on your payment /card provider

Bike Fitting

- We support our clients in the utmost good faith. However, due to the nature of the fitting process undertaken we accept no liability and offer no guarantees for our fitting service. The Client accepts that any medical conditions or injuries related to cycling must be reviewed by a qualified medical professional and take full responsibility for enacting any changes recommended by us.
- The Supplier reserves the right to accept, cancel, postpone, alter or delay any booking. The Supplier's website or any other literature can only be regarded as a guide to the activities performed during the fitting process. The Supplier accepts no liability for damage or injury to the Client or their property whilst on the Supplier's premises or subsequent to the fitting service completion.
- Bookings are made on the sending of a confirmatory e-mail from the Supplier to a Client.
- Fees are payable on completion of the Fitting. Fees may alter from those agreed whilst booking as agreed between The Supplier and Client.
- Cancellation or Postponements of Bike Fitting booking: we understand that our client's often have busy lives with competing demands and priorities which may require a booking to be cancelled or postponed. We do not require a deposit for bookings or payment for cancelled appointment. However, we do ask that you inform us as soon as possible so that we can offer the appointment to another client.

Workshop/Servicing & Repair Warranty

- The Cycle Guy is committed to providing quality services carried out by a fully qualified and Cytech certified mechanic. Adjustments and set up of your bicycle and components shall be completed to manufacture and or industry best practice standard. However, should the customer find during use a defect or adjustment issue we will be happy to rectify or provide alterations at no additional cost. This after sales service is limited to 14 days following completion of the service and is limited to the items included in the service originally purchased.
- **Covered:**
 - Any problem that is a result of a mistake that we have made whilst working on your bicycle.
 - Failure of parts that we have supplied and fitted, except as a result of an exceptional lack of care, or riding in a manner likely to cause such damage
- **Not Covered:**
 - Problems where we have advised for parts to be replaced and/or work to be carried out and this has been declined.
 - Problem with an alternative replacement part used due to discontinuation or similar availability issue with the original part type and the customer was advised of the substitution on completion.
 - The normal 'going out of tune' of a bicycle over time.
 - Acceptable wear and tear
 - Failure of parts that we did not supply
- **'going out of tune'** Most bikes do gradually go out of tune. How much and how quickly will depend on a number of different factors - the quality and age of the bike and its components; the amount and type of use that it gets; where the bike is stored when it is not being used; and how much care/maintenance the owner performs on it. It is easy to quickly damage a perfectly set up bicycle through the incorrect use of the gears. If you would like advice on using your specific type of gears, please ask when you collect your bike.
- **Replacement Parts** the bicycle industry has limited universal standards for components and where they do exist manufacturing tolerances are not strictly applied. We endeavour to service and repair any bike type or brand, but we may advise from experience that we are not able to repair or service a specific brand or model. Replacement parts can be a challenge, but we will always attempt to source an original component or offer a like for like alternative.

Governing Law

- These Terms & Conditions (including any non-contractual matters) are governed by the law of England and Wales

Delivery

- We do not currently deliver to addresses outside the United Kingdom
- Dispatch times may vary according to availability and any stated delivery times do not constitute a guarantee. We cannot be held liable for any delays in post.
- We do not deliver to PO Boxes.
- We would strongly advise against deliveries to hotels, third party couriers, commercial buildings or places of work. we will not accept liability for loss or damage to orders delivered to hotels, third party couriers, business addresses or places of work.
- Delivery times may be extended for addresses in the Scottish Highlands and Islands, Isle of Man and Northern Ireland.

Cancellations

- You may cancel an order any time before the items are processed and dispatched.
- If the item has already been dispatched, please see our returns policy
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply. You have the right to cancel your order in writing (except for customised products) 14 working days beginning with the day after the day on which the consumer receives the goods. Please see our Returns Policy for guidance related to returning goods and costs of return.

Liability

- We are not liable for incidental or consequential damages or expenses. This includes but is not limited to damage to property, lost income, profits, economic or commercial losses and third-party claims.
- we endeavour to dispatch orders as soon as possible. We cannot be held liable for any delay in the delivery of items orders. you have the right to cancel orders at any time and get a full refund prior to the item being dispatched.
- This does not affect your statutory rights.

Feedback & Complaints

- If you have any comments, questions or complaints please direct these to info@thecycleguy.co.uk
- The Cycle Guy is committed to providing high quality services. If the service received falls below your expectation, then we would like to know as soon as possible. We welcome customer feedback both good and not so good. In case of an issue please contact us as soon as possible. We will aim to respond with an appropriate solution within 5 working days.