



## Bicycle Repair Hub: Terms and Conditions

### General

1. Bicycle Repair Hub is the trading name of me, Anthony Morgan, Owner and Cytech trained Technician. I provide a range of services for cyclists including assembly of new bicycles, bicycle servicing and repairs. Bicycles can be collected from, and returned to, your home, work, or other nominated address. There are no trading premises for customers to visit.
2. These terms and conditions set out the legal terms and conditions (Terms) on which bicycle assembly, service and repair work is provided to you by Bicycle Repair Hub.
3. Please read these Terms carefully and make sure that you understand them, before booking a service, repair, or bicycle assembly. Your booking will confirm your agreement to these Terms. The contract between us, and therefore the application of these Terms, will be formed when I send you confirmation of an appointment or planned work by email, text or messaging service.
4. I may amend these Terms from time to time. The version of the Terms in force at the time of the work being undertaken will apply to the Contract between us. These Terms will be governed by English law.

### Bicycle servicing, repair and assembly

5. Customer bookings can be made by phone, email or messaging service.
6. If I am unable to meet the planned appointment date or time because of an event outside of my control, I will contact you to agree a revised appointment.
7. I will carry out the work to your bicycle as agreed by you when the appointment was made, or your bicycle was collected.
8. Prior to starting any work, I will assess your bicycle to identify any issues that require urgent attention. I will contact you to advise of any additional work that I would recommend and the cost of this work. This additional work will only be carried out with your agreement.
9. On occasion it may be necessary to undertake some investigative work in order to determine the nature of a problem or to advise on the best course of action. In these circumstances, my standard rate of £20.00 per half an hour will apply; this will be agreed with you in advance.
10. I will not undertake any additional work or replace any parts without your agreement. However, if you choose not to undertake any recommended work, I accept no liability for any issues arising with the bicycle as a result of not having this work undertaken.
11. If there are any delays in obtaining parts required for the work, then I will let you know the anticipated timescales for completion of the work.

12. Whenever possible, bicycles will be test ridden on completion of the work to ensure that they operate and perform correctly. Your bicycle will be returned to your set up.
13. All parts supplied are expected to be suitable for the job and to last a reasonable amount of time. Any parts that I supply are covered by manufacturer's warranty and I will make any claims under this warranty on your behalf.
14. I will aim to complete any work to your bicycle as soon as possible and within the estimated timescales that we agreed. Sometimes this may not be possible, but I will discuss any changes with you.
15. I reserve the right not to service or repair bicycles that I deem to be unsafe or unacceptably dirty to work on.
16. I also reserve the right to charge an additional £20.00 as a cleaning fee if I feel that the bicycle booked in for service or repair is too dirty for me to proceed with the work.

### **Return of bicycle**

17. Your bicycle will be returned to you as soon as possible at an agreed time. If there is a chance that I may be running late due to circumstances that are beyond my control, I shall do my best to keep you informed.
18. An adult over the age of 18 years must be available to collect the bicycle at the agreed time. If an adult is not available, then you will be responsible for contacting me to re-arrange delivery. Each re-delivery attempt will be charged at £10.00.
19. I reserve the right to keep your bicycle until you have paid in full. All parts supplied and fitted remain the property of Bicycle Repair Hub until payment in full has been received.
20. You must either be available to take delivery of your bicycle within 7 days of being notified that the work has been completed or within this time, agree a mutually convenient date for delivery. If you do not arrange delivery, I will email or message you to inform you that you have 30 days following completion of the work to your bicycle to arrange delivery of your bicycle, failing which I reserve the right to add a storage fee to your invoice of £30.00. If after 60 days you have failed to take delivery of your bicycle then I reserve the right to sell the bicycle to recover my costs. I will deduct any outstanding payment due from you for the work from the proceeds of any sale of your bicycle, together with any costs of sale and other specific costs and expenses. If any funds remain from the sale, I will return this to you.

### **Price and payment**

21. I will provide an estimated cost to undertake the work (including any additional work which you have authorised me to carry out). Any significant variation to the estimated cost will be discussed with you before I proceed with the work.
22. My minimum workshop charge will be £25 - £35 depending on your location. This will not be added to the bill if the labour charge exceeds this.

23. Services listed on the website do not include the cost of any parts that are needed for repair; these costs will be quoted to you when I have inspected the bicycle. If the installation of parts is also expected to incur additional labour charges, then this will also be quoted to you.
24. Fitting of parts that you supply incurs an additional labour charge. This charge will depend upon the type of part and complexity of the work required. Please be aware that I am not responsible for the warranty or compatibility of the parts that you supply for me to fit, including failure, damage and/or wear and tear. Any claims under manufacturer's warranty for these parts must be made directly by you.
25. I will always contact you for your approval if any further parts or work are required once I have started work on your bicycle and I will only continue with your agreement. I reserve the right to add additional labour charges to a service or repair if necessary, but this will always be quoted and agreed with you before proceeding. If you decide not to go ahead then please note that it may not be possible to fix an issue on your bicycle.
26. Any parking charges incurred whilst collecting or delivering your bicycle will be added to your invoice.
27. Payment in full is required when the work undertaken to your bicycle has been completed. Payment is to be made by bank transfer, cash or Credit/Debit Card via Zettle. I reserve the right to invoice you for any Zettle fee that exceeds £4.
28. After all work is completed, I will produce an invoice detailing the work completed and send this to you unless you indicate that you do not wish to have a copy. I will also keep a copy for a period of 6 years following the end of the financial year to which it relates as proof of the work undertaken and to provide evidence as required for His Majesty's Revenue and Customs (HMRC).

## **Personal Items**

29. Please remove any personal items from your bicycle when it is provided to me, for example your bicycle computer. Any personal items that are not removed are left at your own risk and I accept no liability for any loss or damage to these items.

## **Cancellation**

30. Cancellations must be made via email to [bicyclerepairhub1@gmail.com](mailto:bicyclerepairhub1@gmail.com), messaging service or phone to 07850 650511 a minimum of 48 hours before the scheduled work. Urgent (less than 48 hours' notice) cancellation or alteration of bookings must be made via phone. I reserve the right to refuse to provide a service to customers who have cancelled bookings repeatedly at short notice.
31. If for any reason I am unable to make your appointment, you will be informed as soon as possible, and we will agree an alternative booking date/time.

## **Liability**

32. If I do not comply with these Terms, I will attempt to remedy this for you as soon as possible.

33. Photographs and notes of the condition of the bicycle may be taken at collection. I take no responsibility for existing damage or wear and tear on your bicycle.
34. I take no responsibility for damaged threads, mounting surfaces, bolts, fasteners or fastening interfaces. If bolts are rounded out, snapped, or otherwise damaged, replacements will be sourced from my own stock wherever possible, but may need to be ordered.
35. I will not be liable to you under any circumstances for any indirect or consequential loss, damage, or expenses (including loss of profits, business or goodwill, business interruption, loss of business opportunity, stress or inconvenience) however this arises out of any problem that you notify to me under these Terms. I shall have no liability to pay any money to you by way of compensation other than to refund to you the amount that you have paid for the service, repair, or assembly.
36. These Terms are not intended to limit any of your statutory rights or to exclude or limit my liability to you for any death or personal injury resulting from my negligence.
37. I accept no responsibility for any loss, costs, injury, or death as a result of any upgrades, alterations, adjustments, repairs or servicing that have been carried out after my bike assembly or one of my services/repairs.
38. I accept no liability for any damages while work is being carried out at your nominated premises or place of work.

### **Events outside of my control**

39. I will not be liable or responsible for any failure to perform, or delay in performance of, any of my obligations under a Contract that is caused by an event outside of my control. An event outside of my control is defined as:
  - Any act or event beyond my reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other modes of transport.
  - If an event outside of my control takes place that affects the performance of my obligations under a Contract, I will contact you as soon as I reasonably can to notify you. My obligations under a Contract will be suspended and the time for performance of my obligations will be extended for the duration of the event outside of my control.
40. Where the event outside of my control affects completion of the agreed work to your bicycle, I will arrange a new completion and delivery date with you after the event outside of my control is over.

## **Respect for one another and what to do if you are unhappy with the service provided**

41. I reserve the right to terminate an assembly, service, or repair at any time and to refuse future work due to the aggression, hostility, or poor behaviour of a customer.
42. I aim to provide a prompt and professional service at all times. However, if you are unhappy with any aspect of my service, then please contact me immediately, by phone, email or messaging service to advise me of the issue so that we can agree the appropriate action to resolve your complaint.

## **Privacy and Your Personal Information**

43. I am committed to protecting and respecting your privacy.
44. I may collect and process information that you provide, including your name, address, contact details and booking / service history in order to process your assembly, service, or repair. This includes information provided at the time of registering interest in or booking work to be completed. If you contact me, I may keep a record of that correspondence.
45. If I need to contact you or give you notice in writing, I will do so by email, messaging service or by post to the address that you provide with your booking.
46. Your details will not be disclosed to third parties. If I am under a duty to disclose or share your personal data in order to comply with any legal obligation, I will contact you first.
47. I will keep records of bookings and work carried out securely and confidentially and will keep this for 6 years following the end of the financial year to which it relates for tax and accounting purposes.
48. I will not inundate you with unsolicited emails.
49. For more information about how your information will be processed, treated, and protected, please read my Privacy Notice.

## **Website and Social Media**

50. I manage the website and all social media related to Bicycle Repair Hub. The content reflects my views and opinions and not those of any other companies or individuals that I may represent or be partnered with.
51. I reserve the right to change the description of services and prices detailed on the website, without any prior notice. This does not affect any confirmed future booked work.
52. Whilst I will do my best to keep the material on the website up to date, there may be occasions when any of the material on the site may be out of date.
53. Access to the website is permitted on a temporary basis, and I reserve the right to amend or withdraw the service that I provide on this site without notice. I will not be liable if for any reason this website is unavailable at any time.

54. The website may contain links to other websites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that I do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.