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OUR TERMS

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to consumers when ordered online or by telephone and purchased in person.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Upgrade Bikes Limited, trading as DMR Bikes, a company registered in England and Wales. Our company registration number is 04608351 and our registered office is at Amelia House, Crescent Road, Worthing, West Sussex, BN11 1QR whilst our main trading address is Units A-B, Star Road, Partridge Green, West Sussex, RH13 8RA. Our registered VAT number is GB 673 7720 10.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01403 711 611, by writing to us at info@upgradebikes.co.uk or in writing to our trading address above.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order, where placed online or by telephone, will take place when we email you to accept it, at which point a contract will come into existence between you and us. Where you purchase a product in person the contract will come into existence between you and us upon payment.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this by email and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. **Our products**

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. **Your rights to make changes**

- 5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6. **Our rights to make changes**

- 6.1 **Minor changes to the products.** We may change the product:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product or where they were to affect your use we will advise you of this.
- 6.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. **Providing the products**

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. We will aim to deliver the goods to you as soon as reasonably possible and where an item is not currently in stock we will aim to deliver this as soon as possible.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 7.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, our courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.6 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- 7.6.1 we have refused to deliver the goods;
 - 7.6.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 7.6.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.7 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.6, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.6 or clause 7.7, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must return them to us. We will then arrange for the refund once we have confirmed receipt of the returned goods. Please call customer services on 01403 711 611 or email us at info@upgradebikes.co.uk for a returns number.
- 7.9 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.10 **When you own goods.** You own a product which is goods once we have received payment in full.

7.11 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

7.11.1 deal with technical problems or make minor technical changes;

7.11.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.11.3 make changes to the product as requested by you or notified by us to you (see clause 6).

7.12 **Your rights if we suspend the supply of products.** Where a product is suspended we will notify you as soon as reasonably possible. You may contact us to end the contract for a product if we suspend it for a period of more than 14 days and we will refund any sums you have paid for the product .

8. **Your rights to end the contract**

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, where the purchase took place and when you decide to end the contract:

8.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), see clause 11;

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 8.2;

8.1.3 **If you have just changed your mind about the product,** see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

8.1.4 **In all other cases (if we are not at fault and there is no right to change your mind),** see clause 8.6.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out in 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

- 8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
 - 8.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.6)).
- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. Where you have bought a product in person you do not have a legal right to change your mind.
- 8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 8.4.1 bespoke products which are designed specifically for you;
 - 8.4.2 any products which become mixed inseparably with other items after their delivery; and
 - 8.4.3 purchases made in person such as at our business premises or at a tradeshow.
- 8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- 8.5.1 You have 14 days after the day you (or someone you nominate) receives the goods to change your mind, **unless your goods are split into several deliveries over different days**. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered, and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. Where a product is in transit we will refund to you and treat the contract as ended once the product has been returned by you to us or we have collected the product from you. In the case of where we have collected the product from you, we may deduct from the refund the reasonable costs incurred from the collection as a result of your ending the contract.

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

9.1.1 Phone or email. Call customer services on 01403 711 611 or email us at info@upgradebikes.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must return the goods to us at Units A-B, Star Road, Partridge Green, West Sussex, RH13 8RA. Please call customer services on 01403 711 611 or email us at info@upgradebikes.co.uk for a returns number. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

9.3.3 In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

9.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.

9.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6 When your refund will be made. We will make any refunds due to you as soon as possible after the goods have been returned. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on

which we receive the product back from you subject to clause 9.5. For information about how to return a product to us, see clause 9.2.

10. Our rights to end the contract

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

10.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your address; or

10.1.2 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as possible in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01403 711 611 or write to us at info@upgradebikes.co.uk.

11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example a bike, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full

refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must return them to us at Units A-B, Star Road, Partridge Green, West Sussex, RH13 8RA. Please call customer services on 01403 711 611 or email us at info@upgradebikes.co.uk for a returns number.

12. Price and payment

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment with: Visa, Visa Debit, Visa Electron, Mastercard, PayPal and SagePay.

12.4.1 You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

12.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know.

13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.2 and for defective products under the Consumer Protection Act 1987.

13.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information

14.1 We will only use your personal information as set out in our Privacy Policy.

15. Other important terms

15.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these

terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**Schedule 1
Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To:

UPGRADE BIKES LTD
UNITS A&B STAR ROAD
PARTRIDGE GREEN
WEST SUSSEX
RH13 8RA
UK

TEL: 01403 711611

EMAIL: info@upgradebikes.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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