

CARBON BIKE REPAIR CONSUMER STANDARD TERMS AND CONDITIONS OF BUSINESS

These terms and conditions were last updated on 01 August 2019

1. Our terms

- 1.1 **What these Terms cover.** These are the terms and conditions on which we supply the Services to you (the “Terms”).
- 1.2 **Why you should read them.** Please read these Terms carefully before you accept our Quotation for the Services. These Terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Carbon Bike Repair Limited a company registered in England and Wales. Our company registration number is 09100097 and our registered office is at Knoll House, Knoll Road, Camberley, Surrey, United Kingdom, GU15 3SY. Our registered VAT number is GB 201 2830 66
- 2.2 **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 have provided to us.

3. Interpretation

- 3.1 In these Terms, the following definitions apply:

“**Bike**”: for the purposes of these Terms can mean the entire bike or alternatively the bike frame/frameset, wheels or component parts.

“**Charges**”: fees for Services rendered.

“**Customer**” “**you**” “**your**”: the person to whom we provide the Services on behalf of.

“**Data Protection Legislation**”: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communication including but not limited to any data protection legislation in force in the UK; the General Data Protection Regulation (EU 2016/679) and other directly applicable EU regulation.

“**Estimated Charges**”: the approximate value of the charges determined by us and payable by the Customer for the Services as set out in the Quotation.

“**Final Charges**”: total amount of money due from the Customer for the Services completed.

“**Order**”: the Customer request for the Services submitted in store, online via the Website, by email or over the phone.

“**Personal Data**”: means any information that relates to an identified or identifiable individual under the Data Protection Legislation.

“**Personnel**”: persons employed by Carbon Bike Repair Limited.

“Quotation”: formal statement setting out the Services required, approximated date of completion and Estimated Charges for the Services.

“Services”: the services supplied by the Supplier to the Customer as set out in clause 3 and any specific Quotation.

“Ship” “Shipping” “Shipped” “Shipment”: means the process of transportation of the Bike any components and via through a courier.

“Supplier” “We” “Our” “Us”: Carbon Bike Repair Ltd whose trading premises is Unit 1a, Bridge Works, Kingston Road, Leatherhead, KT22 7SU, United Kingdom.

“Terms”: these terms and conditions as amended from time to time.

“Website”: <https://carbonbikerepair.co.uk/>

“Working Days”: a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any other day that is a UK bank holiday under the Banking and Financial Dealings Act 1971.

4. Our contract with you

- 4.1 Initially when you contact us or are referred to us from your bike shop, you will provide us with all information as set out at clause 7.1.1. We will look at the carbon/mechanical damage identified on the Bike or if replacement paintwork to the Bike is required that can be usually identified in any photographic images you send. Based solely upon what we can assess from the images provided, we will provide you with the Estimated Charges in a Quotation which will be emailed across to you.
- 4.2 If you are happy for us to proceed based on the Quotation and following on from us gaining physical possession of your Bike as per clause 5, we shall perform a review solely of the area identified as incurring carbon/mechanical damage or requiring replacement paintwork on the Bike to identify the degree of any carbon/mechanical/replacement paintwork required which cannot be fully visible and identified from the photographic images provided.
- 4.3 Following on from this review and based on the ability to fully assess the area identified as incurring carbon/mechanical or requiring paintwork we may, at our discretion, revise our Estimated Charges in a further Quotation sent to you. We will, if the Estimated Charges do increase/decrease or remain the same as initially provided in our Quotation, raise a ticket number for your Order confirming the Estimated Charges and provide you with a Quotation for your acceptance. Once you accept our Quotation, by assigning a ticket number to your Order it will help us if you can tell us the ticket number provided whenever you contact us about your Order.
- 4.4 **How you will accept our Quotation.** Your acceptance of our Quotation will take place when you call or email to accept it, at which point a contract will come into existence between you and us. The Quotation(s) and these Terms represents the entire agreement between the parties. These Terms are the sole terms and conditions that we contract with you. You acknowledge that you have not relied on any statement, promise or representation made or given by us which is not set out in these Terms.
- 4.5 Note that if you decide you do not wish to go ahead prior to any of the Services being performed by us to your Bike based upon the Quotation, it will be your responsibility to either collect the Bike from us or arrange for a courier (at your own expense) to collect the Bike from us.
- 4.6 We may revise these Terms from time to time in the event there are changes in relevant laws and regulatory requirements. Every time you Order a Service from us, the Terms in force at that time will apply to the contract between you and us.

5. Delivery of your Bike

5.1 You can then either:

(i) opt to bring your Bike into us yourself;

(ii) have it Shipped (at your own expense) to us; or

(iii) arrange for it to be dropped off at 'Head for the Hills' bike shop at 43 West Street, Dorking, RH4 1BU for information on their opening times please see www.head-for-the-hills.co.uk.

5.2 We have an arrangement with Head for the Hills whereby we will arrange to collect Bikes you have dropped off to them for us to repair/inspect/undertake replacement paintwork and then arrange for the Bike to be delivered back to them for collection by you on completion of the repairs/inspection/replacement paintwork by us and following on from payment of the Final Charges. Note that we are not liable in the event of any damage or loss incurred to the Bike whilst in the possession of the courier or Head for the Hills.

5.3 If you have asked to deliver the Bike to us at our premises, you can deliver it at any time during our working hours of 9.00 - 17.00 on weekdays (excluding public holidays).

5.4 If, following completion of the Services, you do not collect the Bike from us as arranged within twenty (20) Working Days of completion, we will contact you for further instructions and may charge you for storage costs.

6. Supply of Services and our obligations

6.1 We offer the following services (collectively the "**Services**"):

6.1.1 **Carbon Repair Services:** the damaged area of the Bike is reconstituted;

6.1.2 **Paint Restoration Service:** the affected area of the Bike is resprayed in order to achieve the best possible match in both design and colour;

6.1.3 **Full Paint Respray Service:** stripping down the paint work and respraying to the customer's requirements;

6.1.4 **Bicycle Inspection Service:** identifying both carbon and mechanical damage to the Bike; and

6.1.5 **Mechanical Services:** bicycle dis-assembly and re-assembly including general servicing and maintenance.

6.2 All Services are described on our Website and are subject to availability. We will inform you by email as soon as possible if the Services you have ordered are not available and we will not process your Order if already made.

6.3 You acknowledge that although we will make all reasonable efforts to reproduce the contour of the Bike shape provided it is safe to do so, we will not provide any guarantees regarding the matching of carbon weaves, weights or finishes to the Bike.

6.4 Whilst undertaking performance of the Repair Services, we can protect the repaired area of the Bike with a single colour block spray to protect the repair work or alternatively, we can offer the Paint Restoration Service.

6.5 We will use all reasonable endeavours to make sure the finish / restoration to your Bike in the performance of the Paint Restoration Service or the Full Paint Respray Service is to the best of our abilities. We however cannot guarantee an exact reproduction as original as this will be determined

by feasibility and the availability of paints, decals and other factors. We shall seek to colour match as closely as possible to produce an accurate representation.

- 6.6 If in the course of carrying out the Services, we discover additional areas of damage to the Bike that you had not informed us of/were not aware of, and in the interests of health and safety and satisfactory completion of the Services, additional repair work would be necessary, we will promptly contact you to obtain approval for carrying out the additional Services and consent to the Charges for the additional works required. Note if we do not receive your approval to carry out the applicable additional repair work which are required in the interests of health & safety and we consider further use of the Bike as hazardous we reserve the right to terminate carrying out the Services already agreed to.
- 6.7 If we discover a manufacturing defect with the Bike during the course of carrying out the Services or as the result of any Bicycle Inspection Services undertaken, we will notify you as soon as is practicable. Manufacturing defects can usually be remedied through the manufacturer if within the specified warranty period and proceed no further with the Services until we have your written confirmation to do so. Note that with any work carried out to remedy a defect to the Bike we identify as a manufacturing defect will only repair the symptom of the defect and will not alter the latent design elements to the Bike originating from its manufacture. We accept no liability for further defects/damage incurred to the Bike following our repair which are inherently the result of a latent manufacturing defect.
- 6.8 Any timeframes for the completion of the Services given by us are estimates only. We will use all reasonable endeavours to keep to such estimated timeframes however we will not be liable to you for any delays in completion of the Services.
- 6.9 We do not accept responsibility or liability for any delay in completion of the Services caused by circumstances beyond our control. If there is a substantial delay you may contact us and look to cancel the Order. You will remain liable for payment of Charges incurred for all Services undertaken up to and including the date you cancel your Order.

7. Customer Rights and Obligations

- 7.1 In order to allow for us to undertake the Services, you agree to the following prior to commencement:
- 7.1.1 disclose to us all material facts known by you about the condition of the Bike, including the cause of any accident, the damaged areas of the Bike and historic issues with respect to the bicycle, frame/frameset, wheel or components;
 - 7.1.2 only provide any parts/components we have expressly advised you to provide us with to complete the Services. We hold no liability in the event of any loss or damage to parts/components which we had advised you were not required to perform the Services but were included when the Bike came into our possession;
 - 7.1.3 you are required to strip all parts/components not required for repair from the Bike prior to us receiving it, unless otherwise agreed. If you do not and we need to remove parts/components from the Bike in order to repair and/or inspect the necessary area of the Bike we will do so however unless instructed otherwise and agreed with us, parts/components of the Bike will not be refitted. It is your responsibility to ensure the Bike is serviced and safe to ride following repair; and
 - 7.1.4 if you do not strip the Bike before we inspect and / or repair the Bike as per clause 7.1.3, then we reserve the right to make (and you agree to pay), additional costs incurred for stripping the Bike in order to carry out the Services.
- 7.2 **Your rights to end the contract.** You have the legal right as a consumer to cancel the Order within 14

days of entering into the contract. This means that during the 14 day period, if you change your mind or decide for any other reason that you do not want to receive the Services, you can notify us of your decision to cancel. To cancel the Order if you have changed your mind before any of the Services have been performed, you must contact us in writing by sending an email to info@carbonbikerepair.co.uk telephoning us at 01372 372766 or use the online form on our Website. This may be subject to any reasonable deductions (and you will have to incur your own expense to have the Bike delivered back to you). You may wish to keep a copy of your cancellation notification for your own records. If you use the online form we will email you to confirm we have received your cancellation. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you email or post it to us.

- 7.3 **You don't have a right to change your mind.** You do not have the right to change your mind in respect of Services, once completed, even if the statutory 14 day cancellation period after you accept the Quotation is still running. If you cancel the Order after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. The cancellation right does not apply in the case of the following which may only be returned to you if they are faulty:

- 7.3.1 personalised and made to order products; or
- 7.3.2 any products which become mixed inseparably.

- 7.4 **If there is a problem with the Services.** If you have any questions or complaints about the Services, please contact us. You can telephone on 01372 372 766 or write to us at 'Carbon Bike Repair Limited, Unit 1a, Bridge Works, Kingston Road, Leatherhead, KT22 7SU' email at info@carbonbikerepair.co.uk or alternatively, please speak to one of our staff in-store.

- 7.5 **Summary of your legal rights.** We are under a legal duty to supply the Services that are in conformity with these Terms. Below are a summary of your key legal rights in relation to the supply of the Services. Nothing in these Terms will affect your legal rights:

- 7.5.1 you can ask us to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if we cannot fix it;
- 7.5.2 any additional Charges you may be asked to pay must be reasonable; and
- 7.5.3 any repeat of the Services must be carried out by us within a reasonable time.

8. Payment of Charges

- 8.1 We will invoice you for the Final Charges in consideration for the Services performed when we have completed them.
- 8.2 We reserve the right to retain possession of your Bike until we are in receipt of payment of the Final Charges in full and cleared funds.
- 8.3 The invoice comprising of the Final Charges will also separately detail (unless not applicable) any additional fees incurred for Shipping, handling or insurance costs.
- 8.4 It is at our discretion to ask you to pay a deposit being 40% of the Estimated Charges in our Quotation prior to the commencement of the Services.
- 8.5 Payment of the Final Charges is due within twenty (20) Working Days of the date of the invoice. Payment can be made over the phone by debit or credit card, by bank transfer or in-store. If paying by bank transfer, please quote the invoice number with the payment. Failure to do so can result in a delay of the Shipment of the Bike back to you or being made available for collection.

- 8.6 Unless otherwise stated all Charges are inclusive of VAT at the current rate.
- 8.7 If you do not make payment to us of the Final Charges and any applicable Shipping, handover or insurance costs by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 8.8 The property in any parts/components supplied/installed by us will not pass to you until all Final Charges have been paid in full and cleared funds by you.

9. Variations in the Charges

- 9.1 All Charges quoted are based on the prices current at the time of preparing the Quotation, price of parts, materials, labour or other costs and charges which may increase between the date of the Quotation and the completion of the Services. Additionally, any Final Charges will also be dependent upon any further works or parts identified as being necessary by us. We reserve the right to increase such prices being subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by us from a third party and other costs of production, speciality paints (metallic, pearlescent, candy colours etc.) and speciality decals are not included in the Quotation. These will be charged separately, if applicable. For the avoidance of any doubt, Charges quoted are subject to correction in the event of errors or omissions.
- 9.2 All Charges given in the Quotations are estimates only and are not Final Charges until after the Services has been completed by us.
- 9.3 If you fail to pay the Final Charges in accordance with clause 8 or fail to collect or arrange collection of the Bike from us within twenty (20) Working Days, it could result in the disposal/sale of the Bike in full or part satisfaction of the outstanding Final Charges. We will endeavour, where possible, to make contact with you if we intend to do so.
- 9.4 If you are collecting the Bike from 'Head for the Hills' you agree to pay the Final Charges to us prior to collection. We will only release the Bike for collection to Head for the Hills once payment of the Final Charges and any additional fees incurred in accordance with clause 8.3 are made by you to us in cleared funds.

10. Shipping

- 10.1 Following agreement of the Quotation provided, we may agree to arrange to collect your Bike from you and return it to you following completion of the Services via our nominated courier. All Shipping costs for instructing a courier and the cost of the courier services will be borne by you.
- 10.2 We will notify you of which courier we shall be instructing to collect your Bike and refer you to their terms of business. Any contract will be between you and the courier and we shall not be liable for payment of any Shipping costs associated with instructing the courier.
- 10.3 We shall have no liability for any delay in delivery of the Bike or failure by the courier to deliver the Bike, nor are we liable for loss or damage incurred to the Bike whilst in possession of the courier.
- 10.4 It is your responsibility to insure the Bike during Shipping via the courier. If you do require Shipping insurance, we can arrange for the Bike to be insured on your behalf with a third-party insurer, prior the Bike being shipped. All costs for instructing the insurer and the cost of the Shipping insurance will be borne by you.
- 10.5 You are also liable for payment of all customs charges or other taxes that may arise as a result of

Shipping the Bike.

- 10.6 We are not liable for any Shipment that is found to be unacceptable by the courier or any customs authorities, this includes but is not limited to any prohibited or restricted items as defined by the couriers' terms of business.

11. Warranties

- 11.1 Although we provide the Services with all reasonable skill and care we make no warranty that the workmanship will meet your exact requirements.
- 11.2 We will not provide a warranty to repair areas of the Bike which we deem to have been caused by or arisen from:
- 11.2.1 fair wear and tear of the Bike;
 - 11.2.2 your assembly of the Bike;
 - 11.2.3 your maintenance of the Bike;
 - 11.2.4 any modification of the frame, fork, or components from the original specifications or any installation of components, parts, or accessories not originally intended for or compatible with the Bike;
 - 11.2.5 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 11.2.6 if you fail to operate or use the Bike in accordance with the user manual;
 - 11.2.7 any alteration or repair by you or by a third party who is not an authorised repairer; or
 - 11.2.8 caused by a manufacturing defect to the Bike. Any such repairs will be highlighted to you prior to the commencement of the Services.

Lifetime Warranty on Repairs:

- 11.3 Subject to this clause 11, we warrant, from the date of the Final Charges invoice to you that the carbon fibre repair work undertaken to the Bike in accordance to these Terms has a lifetime warranty, unless explicitly notified to you, for the duration of ownership.
- 11.4 The lifetime warranty is conditional upon the Bike being operated under normal conditions and use, and properly maintained and serviced. This warranty does not apply to paint finishes or components attached to the Bike including frame/frameset or wheels.
- 11.5 This warranty is non-transferable.

One Year warranty on paint restorations, customer resprays or standard paint finish:

- 11.6 Subject to this clause 11, we warrant, from the date of the Final Charges invoice to you that the Paint Restoration Service, custom respray, or standard paint finish work undertaken to the Bike in accordance with these Terms has a one (1) year warranty, unless we advise otherwise.
- 11.7 This warranty is conditional upon the Bike being operated under normal conditions and use, and properly maintained and serviced.
- 11.8 This warranty is non-transferable
- 11.9 To exercise your rights under this warranty, the Bike must be returned to us, together with a proof

of purchase / receipt.

- 11.10 Upon inspection, once we evaluate that the repair or paint finish is covered by this warranty, it will be repaired, or our sole discretion, (which is conclusive and binding) the cost of the Carbon Repair Service, Paint Restoration Service, custom respray or standard paint finish work which we had undertaken and covered by this warranty will be refunded to you.
- 11.11 This warranty does not include the cost of travel or Shipping costs. Such costs, if any, shall be borne by you.
- 11.12 This warranty will not apply where the manufacturer warranties do not apply to a specific item or component of the Bike.
- 11.13 The repair or restoration is designed and engineered to restore the Bike to the original manufacturers' specification of the frame. Any use or riding outside of the original manufacturers' specification will void this warranty. Any modification or tampering of the repair, paint finish or item will also void this warranty. Any use of the frame for extreme activities will void this warranty. We reserve the right to withdraw any warranty if in breach of these warranty terms.

Warranty on Component or Replacement Parts:

- 11.14 Components or replacement parts we purchase are covered by the individual “**Manufacturer Warranty Policy**”. Every manufacturer has different warranty policies and periods, depending on the brand and model.
- 11.15 If a part/component purchased from us is damaged and you believe it should be covered by the Manufacturer's Warranty Policy, please follow these guidelines:
 - 11.15.1 the replacement part or component must be presented to us, together with a proof of purchase / receipt.
 - 11.15.2 In almost all instances, the warranty does not include the cost of travel or Shipping costs. Such costs, if any, shall be borne by you.
 - 11.15.3 Should the manufacturer evaluate the component or replacement part to be covered by their warranty and depending on the situation, we can repair, replace or refund the component/replacement part.

12. Termination

- 12.1 We may end this contract with you by writing if:
 - 12.1.1 you do not make payment to us of the Final Charges when due and you still do not make payment within ten (10) Working Days of us sending a reminder to you that payment is due;
 - 12.1.2 you do not, in accordance with clause 9.3 and having been sent a reminder to collect or make arrangements to collect the Bike from us;
 - 12.1.3 following commencement of the Services it is discovered you have failed to divulge the full extent of the condition of the Bike in accordance with clause 7.1.1 and it is apparent that the defects/damage incurred to the Bike are too extensive to seek to remedy them; and
 - 12.1.4 we become aware of any defects/damage to the Bike which we consider in the interests of health & safety as a danger to you or others which you did not previously bring to our attention or were not aware of and for which, following us notifying you, we do not receive

your approval for the additional repairs to be made to remedy the defect/damage to the Bike.

- 12.2 Without prejudice to any other rights or remedies which the parties may have, we may at our discretion, terminate the contract and/or suspend the performance of the Services if you:
- 12.2.1 commit a breach of any of these Terms and (if such a breach is remediable) fails to remedy that breach within twenty (20) Working Days of being notified in writing of the breach; or
 - 12.2.2 suspend, or threatens to suspend, payment of your debts or is unable to pay your debts as they fall due or admits liability to pay its debts.
- 12.3 On termination of this contract for any reason, you shall immediately pay us any outstanding unpaid invoices and Charges incurred and not yet invoiced. Failure to do so will result in us retaining your Bike until such time as payment of all outstanding unpaid invoices and Charges have been made in full and in cleared funds.

Other important terms

- 12.4 We will only use your personal information in accordance with the Data Protection Legislation.
- 12.5 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 these Terms.
- 12.6 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.
- 12.7 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.
- 12.8 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 breaching these Terms, 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. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

13. Data Protection and Data Processing

- 13.1 We will process Personal Data in accordance with the Data Protection Legislation and any supervening legislation.
- 13.2 We shall, in respect of our processing of your Personal Data under these Terms:
- 13.2.1 process such data only in accordance with your instructions and to the extent, and in such a manner as is necessary for the provision of the Services, and shall not process the Personal Data for any other purpose;
 - 13.2.2 not disclose the Personal Data to a third party other than at your request or for the lawful performance of the Services for example to the courier to Ship the Bike or to Head for the Hills to arrange collection/delivery of the Bike;
 - 13.2.3 promptly comply with any request from you requiring the amendment, transfer or deletion of your Personal Data;

- 13.2.4 take such technical or organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data as are appropriate;
- 13.2.5 protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
 - 13.2.5.1 pseudonymising and encrypting Personal Data;
 - 13.2.5.2 ensuring confidentiality, integrity, availability and resilience of our systems and Services;
 - 13.2.5.3 regularly assessing and evaluating the effectiveness of the systems and Services;
 - 13.2.5.4 immediately notify you if we receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to either party's compliance with Data Protection Legislation and shall provide you with full co-operation and assistance in relation to any such complaint, notice or communication;
 - 13.2.5.5 only transferring Personal Data outside the European Economic Area to those countries that have adequate data privacy laws approved by the European Commission or alternatively if transferred to the United States of America to any US businesses that have signed up to the EU-US Privacy Shield framework.
 - 13.2.5.6 promptly inform you if any Personal Data is lost or destroyed or becomes damaged, corrupted or unusable;
 - 13.2.5.7 ensure that access to the Personal Data is limited to:
 - i) those Personnel who need access to the Personal Data to meet our obligations under these Terms; and
 - ii) in the case of any access by any Personnel, such part or parts of the Personal Data as is strictly necessary for performance of that individual's duties; and
 - 13.2.5.8 ensure that all Personnel:
 - i) are informed of the confidential nature of the Personal Data; and
 - ii) are aware both of our duties and their personal duties and obligations under such laws and these Terms.

13.3 We shall provide you with full co-operation and assistance in relation to any request made to have access to your Personal Data.

14. Confidentiality

14.1 Both the parties will keep in strict confidence all technical or commercial know how, specification, invention, processes or initiatives which are of a confidential nature and have been disclosed to the other party, its Personnel, agents or subcontractors. The receiving party shall restrict disclosure of confidential information to such Personnel, employees, agents or subcontractors as need to know it for the purposes of these Terms.

14.2 A party may disclose confidential information where required to do so by law, a court order or other governmental or regulatory authority.

14.3 This clause shall survive the termination of the contract.

15. Limitation of Liability

15.1 **We do not in any way exclude or limit our liability for:**

15.1.1 **death or personal injury caused by our negligence;**

15.1.2 **fraud or fraudulent misrepresentation;**

15.1.3 **any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);**

15.1.4 **any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and**

15.1.5 **defective goods under the Consumer Protection Act 1987.**

15.2 **All items (including the Bike) left with us are at your own risk. We are not liable and cannot issue any compensation to you for any theft or damage that may have occurred during Shipping or whilst in our possession.**

15.3 **Our total liability to you in respect of all other loss or damage arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the Final Charges paid by you to us for the Services in question.**

15.4 **We shall have no liability to the Customer for additional faults discovered to the Bike in accordance with clause 6.6 which you have declined to instruct us to repair.**

15.5 **In the event that our works uncover faults or defects and you decline to instruct us to make repairs then we accept no liability for any loss or damage that may arise as a result of the defect.**

15.6 **If we fail to comply with these Terms, we are responsible only for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract.**

15.7 These Terms **only apply if you are a consumer wanting to use our Services**. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. Indemnity

16.1 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other costs) we suffer or incur arising out of your breach or non-performance of these Terms.

16.2 **Notices:**

16.2.1 A notice under these Terms must be given in writing and shall be delivered to us personally in-store, by first class post to Unit 1a, Bridge Works, Kingston Road, Leatherhead, KT22 7SU by email to info@carbonbikerepair.co.uk

16.2.2 This clause shall not apply to the service of any proceedings or other documents in any legal

action.

16.3 Disputes:

- 16.3.1 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Terms or any breach of it.
- 16.3.2 If any dispute cannot be settled amicably through negotiations between the parties, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation
- 16.3.3 Any dispute shall not affect the parties ongoing obligations under these Terms.

16.4 Governing Law: These terms are governed by the law of England & Wales and you can bring legal proceedings in the English courts.

Cancellation Form

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

To Carbon Bike Repair Limited, of Unit 1a, Bridge Works, Kingston Road, Leatherhead, KT22 7SU, Telephone: (0)1372 372 766 and email: info@carbonbikerepair.co.uk

I hereby give notice that I cancel my contract
for the supply of the following service(s)
Ordered on

Name of customer(s):

Address of customer(s):

Signature of customer:

Date: