

Terms and Conditions

At all times we do strive to offer the best customer service. Just so that you are aware, we do have terms and condition that are laid out below:

PS Leisure Limited owns the trading names: Bicycles by Design, The Tandem Shop, Ironbridge Bicycles and Landscape.

Distance Selling/Right to Cancel:

In addition to our Returns Policy, under the Consumer Contracts Regulations, you have the right to cancel your order up to 14 days from the day you receive your goods if you are an online, mail or telephone order customer. You then have a further 14 days from the date you notify the retailer of your cancellation to return the goods. **There is an exception of any custom, bespoke, made to measure, special or non-stock orders as laid out below.**

Faulty Goods:

Under the Consumer Rights Act you have an early right to reject goods that are unsatisfactory quality, unfit for purpose or not as described, and get a full refund.

But this right is limited to 30 days from the date you took ownership of the goods (this could be the date of purchase or the date the goods were delivered to you - whichever is later).

Orders – Parts, Accessories and Clothing – non-stock items:

1. A 50% deposit is required on orders over £50 and for items that we do not usually carry in stock – the balance being payable on collection.
2. We will inform you once an item is ready for collection. If it is not collected within 3 months of this date, we reserve the right to sell the item.
3. A deposit can only be refunded if we have made a mistake and the item is incorrect. Or if the item has not been delivered to us and you wish to cancel (unless it is a “special order” and cannot be cancelled with the supplier).
4. A deposit will not be refunded if you just “change your mind” unless we have not received the product and can cancel it with the supplier.
5. Certain companies allow the return of clothes and shoes if they are not the correct size – you will be informed of this when ordering, so that we can ensure that we can get the correct size for you. This only applies to items tried on in store and only if items are returned for the correct size.
6. If you ignore our advice prior to placing an order regarding sizing, colour match, compatibility, fit, style or suitability of any product for you or your bike, and then you decide that it's wrong because of one of the above, the deposit will not be refunded, we will expect you to pay the balance and the product will be yours.
7. Custom or made-to-measure parts/clothing: once manufacture has commenced the order cannot be cancelled. If the item is not collected the customer will forfeit the deposit and the item remains the property of PS Leisure Ltd. If the customer chooses to collect the item the remaining balance will be payable.

Orders – Bicycles and Frames:

1. **Orders for Ridgeback, Saracen, Genesis, and non-custom, Duratec, Co-Motion, Tout Terrain and Ironbridge or any others we sell.**
 - 1.1. A minimum 50% deposit is required, with the balance paid on collection or prior to delivery.
2. **Orders for Custom and Bespoke Bicycles (see note 2) from any supplier including Landscape, Duratec, Co-Motion, Ironbridge and Swallow.**

- 2.1. A minimum 50% deposit when placing the order – we will inform you of an expected delivery date as soon as is possible.
 - 2.2. A further payment of 25% of the estimated total bill is required 4 weeks prior to delivery/collection date with the remaining balance payable on collection/delivery.
3. **Orders - Made-to-Measure/Custom/Bespoke Frames (note 2) – Landescape, Swallow, Duratec, Co-Motion, Ironbridge or any others we sell:**
- 3.1. A minimum 50% deposit when placing the order – we will inform you of an expected delivery date as soon as is possible. If the delivery date of a frame (usually a Swallow bespoke) is greater than 20 weeks away a deposit of £300 can be paid (this includes £95 measuring consultation fee if already made), with the remaining amount that would make up the 50% deposit payable 12 weeks from estimated delivery date. See note 3 regarding this.
 - 3.2. A further payment of 25% of the estimated total bill (if the frames are being built up into a bicycle or tandem) is required 4 weeks prior to delivery/collection date with the remaining balance payable on collection/delivery.
 - 3.3. At any time during a frame order you can add the complete or part equipment order for the bike build. This will be treated as a second order and the same T&C.
 - 3.4. When ordering our products, please note: we do not supply these without manufacturer name decals.
4. **Frame Repairs:**
- 4.1. For frame repairs and/or including painting, a 50% deposit of the total estimate is required if the estimate is over £300 before we will commence the work required.

Collection of Bicycles and Frames:

It is assumed that you would normally collect your order as soon as it is available or up to two weeks after you have been informed that it is ready. However unless there are mitigating circumstances the following applies:

1. If you are unable to collect within 2 weeks of being informed that your order is ready, the final balance is payable in full within one week of being informed and we will store your bicycle/frame free of charge for up to 4 weeks.
2. If the 4 week storage period is exceeded, we may implement a storage charge at our discretion – you will of course be contacted prior to this to discuss the situation.

Cancellation of Bicycle or Frame Orders:

1. If the order is cancelled before either the bicycle or frame has been sent from the supplier or manufacture/assembly commenced, then a refund of the deposit can be made (note that once a drawing is signed off by the customer, that initiates the manufacturing process). However, if the customer has been measured and/or drawings produced as part of the order process, and/or an amount of time has been spent discussing and designing frame or bike, an appropriate charge (based on £30 per hour) for this will be deducted from the deposit (unless already paid). The sizing information/drawings and/or specification sheets will be handed over to the customer.
2. Once the manufacture of a Made-to-Measure/Custom/Bespoke frame has been started, the order cannot be cancelled. If the frame is not collected the customer will forfeit the deposit and the frame remains the property of PS Leisure Ltd. If the customer chooses to collect the frame the remaining balance will be payable.

Servicing and Bicycle Builds:

1. Our full and selected servicing includes the fitting of any new or replacement parts that are required or requested and that are supplied by us. This does not include new parts (see 2. below) or other parts supplied by the customer unless this has been agreed beforehand and the appropriate charges been agreed.
2. If a customer supplies new parts from a third party supplier of their choosing for us to fit during

servicing or a bicycle build, we charge 25% of the suggested retail price given by the manufacture or official supplier of those parts for fitting. In doing so we are only responsible for the correct fitting of the item(s) and will not accept or deal with any liability or issues arising from faults or failures of the item(s) and the subsequent consequences of this. See note 1. below.

3. If a customer supplies items from a third party and if not previously advised by us it is found that these or some of these parts are incompatible with existing or other parts supplied by the customer, we reserve the right to charge £30 per hour to sort out the issues and advise the customer of the correct parts.

Note 1: *The issue with third party supply of parts is one of liability - if anything goes wrong with a third party item that we fit, we cannot and will not be held responsible for it. Also it has been found that many discounted items sold on-line do not originate through the official supply and distribution network of the manufacturer and therefore any warranty is often null and void. If there was a fault with an item that causes it to break or fail and the result is that a customer crashes, the first port of call for an insurance company will be us as we fitted it to the customer's bike. We would then have to prove that our fitting of the is not at fault, but the item was at fault even though we did not supply it - this can only be done through the official supplier or manufacturer, a link that we would not have as we did not supply it. This then passes back to the customer to go through their supplier of the item to make the claim, and them to their supplier, and that given that it may be a grey import, may cause still further issues, with the whole process being long and drawn out.*

Other products and services: *Please refer to Frame Building Courses and Tandem Experience sections of the web-sites for specific T&C concerning those products and services.*

Prices:

Some prices may vary on a monthly basis due to exchange rate fluctuations. We do work a buffer into our pricing calculations to deal with this of around 3% so that we absorb minor differences. As of 24th June 2016, we may not be able to guarantee price stability due the fluctuations of Sterling with both the Euro and the US Dollar. These are completely out of our control (see Force Majeure below). We may experience a situation where we have estimated a price for you bicycle or tandem and the exchange rate of Sterling falls outside the buffer in our pricing between taking the order and delivering the bicycle or tandem. If the price goes down then we are all happy, however, if the price goes up, we hope that you understand that the price will increase to reflect the exchange rate at the time that we are invoiced from the supplier of your product. **See note in Payments and Vouchers below on how we can mitigate currency fluctuations for you and the exchange rates used.**

Force Majeure:

From time to time some things happen that are out of our control and this may affect many things such as delivery dates for products (usually) or the cost of an item (very occasionally). In these circumstances we will discuss with you fully the whys, the wherefores and solutions that can be offered for the situation in good time so that it is not a surprise for you. On the whole we are reasonable and empathetic as we don't like letting customers down, however, we will not be drawn into a discussion concerning discounting a product or offering a price reduction because an item is later than was expected. We work very hard to produce and source products for our customers and offer very high standards of customer service all of which you will receive (and more so) if through circumstances outside of our control, an item is delivered a bit late. In the case of bespoke frames, although we do plan our production times based on an average completion time, sometimes some frames take an awful lot more time than is predicted. This also has a knock on effect to delivery times afterwards, so please do bear with us on this, as each frame is as unique as you.

Note 2

- A. **Custom Bicycle:** *a bicycle or tandem built to a customer's specification using a stock frame from our suppliers and standard parts available from our suppliers.*
- B. **Made-to-Measure/Custom/Bespoke Frames:** *a frame that is made specifically for a customer in*

terms of size, design or paint finish.

- C. **Deposits for Bespoke Swallow Frames:** As these can have the longest lead times, the deposit structure can be as follows: If the estimated delivery time is approximately 20 weeks or less our standard 50% deposit with order terms will be used. If the estimated delivery time is greater than 20 weeks, then customers can opt to pay a £300 deposit (this includes a measuring consultation of £95) and then the remaining balance to make up 50% of the frame cost is due 18 weeks from the estimated delivery date. The £300 deposit is not refundable if the order is cancelled. See notes above regarding cancellation of orders once a 50% deposit is made.

Payments and Vouchers:

- **Cyclescheme, Green Commuter Initiative similar voucher schemes:** We do accept vouchers up to £10000 on bikes except Landescape, Swallow, Ironbridge and Tout Terrain (please bear in mind that while you maybe saving 30% , we have 5-10% (in some cases 15%) of the voucher value deducted from the what is paid to us by the schemes).
- **By Credit or Debit Card** direct at the shop or calling us with your details. For security reasons we do not store clients card payments details, so we will contact you if/when we require further payments for an order.
- **Currency Fluctuations.** Some products (Landescape, Duratec, Co-Motion and Tout Terrain) are subject to currency fluctuations. You can mitigate against price increases by paying the whole amount for the order at the time we estimate the price for you. If Sterling falls further against the source currency then your price will not go up. If Sterling gains significantly then we will refund an appropriate amount to you (this may be the frame part of the order or the whole bike depending what was ordered). Our exchange rate is worked out on the bank exchange rate (usually 0.03 less than the 'spot' rate shown in the news media and currency web-sites)

By BACS: Our bank details are:

Payments in Sterling: Bank - Barclays; IBAN: GB14 BARC 2053 2283 5946 02 sort code 20-53-22 Account no. 83594602

Payments in Euros: Bank – Barclays; IBAN GB84 BARC 20547846283333 Sort code: 20-54-78 Acct no. 46283333 – *If paying in Euros please contact beforehand so we can work out the exchange rate for the day of payment.*

Where possible please reference your payment with your name and work order number if we give you one. If you wish to pay £100 by credit card on orders for the insurance offered on the whole purchase by some card companies, then we are happy to do that.

These terms and conditions do not affect your statutory consumer rights. In purchasing products or services from PS Leisure Ltd. you are agreeing to these terms and conditions. If you have any questions please ask us before you commit to and order or purchase so as to save any misunderstandings.

PS Leisure Limited 1st January 2019.