Terms of Service

By placing an order via our website (<u>www.kingstonwheelers.co.uk</u> or <u>www.kingstonwheelers.com</u>), you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure for which we will not be responsible. Please see our Delivery information below for further information.

Kingston Wheelers or its distributor retains the right to refuse any request made by you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card, or bank account used to place your order and that there are sufficient funds to cover the cost of the goods. All prices advertised are subject to such changes.

Governed Law

Kingston Wheeler Terms and Conditions shall be governed by and construed in accordance with English Law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts

Product Specifications and Suitability

Published product details, specifications and suitability information is the best available at the time. Kingston Wheelers shall not be held responsible for the accuracy of any advice given regarding the suitability (or otherwise) of any item.

Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible. Where applicable, prices are inclusive of delivery costs.

The website may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fulfil any orders that you may place based on information on the website that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

Availability / Estimated Delivery Times

- ❖ We (Kingston Wheelers and its distributor) will do our best to ensure availability of all deliverable products and endeavour to despatch all items within 2-3 working days. There may be additional delays at certain times of the year, holiday periods like Christmas, Easter and perhaps slow down during August. We have all gone cycling.
- * Kingston Wheelers has no liability to you for any delay in the delivery of products ordered. We will do our best to get all orders sent out as quickly as possible.
- Very rarely we may find ourselves having to withdraw an item because it has become obsolete or has been discontinued. If you have placed an order for an item that has been made obsolete we will inform you as soon as possible and offer you an alternative if one is available.

Payment

- Payment over the Internet can be made via our check out with the PayPal service.
- All prices are quoted in pounds sterling (£) and include Value Added Tax (VAT) at UK rates. It may be necessary to adjust prices in the event of an increase in VAT rates, as a result of a manufacturer price increase or change in delivery charges.
- Due to the nature of the clearing system your PayPal payment will be taken at the point of processing. If a problem in supply should occur, your payment method will be refunded as swiftly as possible. The refund may take a couple of days to show as cleared funds on your account, depending on payment provider.

If your delivery address is outside of the UK, you may be required to pay import duties and taxes when your Kingston Wheeler order reaches your country. These and any additional charges for customs clearance are your responsibility.

Cancellations

It may be possible to cancel orders before they are sent to the distributor for processing. The automated system usually (but not guaranteed) sends to the orders to the distributor at around 11:45pm, please contact the <u>Kit Master</u> to see if it is possible else see our Returns Policy.

Under The Consumer Protection (*Distance Selling*) Regulations 2000 you have a right to cancel your order in writing (*except for customised products*) seven working days beginning with the day after the day on which the consumer receives the goods. Please be aware that we are an amateur cycling club run by volunteers and that this will cause a huge amount of work on their behalf. If you have bought an item you know longer require, it is suggested and recommended you sell it on the <u>Kingston Wheeler Forum</u>.

Returns

Kingston Wheelers orders that require a physical delivery will have a "NO RETURNS" policy. This means that if you have ordered the wrong item or size, you will be unable to return it to the distributor for exchange. If there is a fault with the garment then you will be able to make a claim by contacting the <u>distributor</u>. When ordering Kingston Wheelers kit please look at the sizing charts available on the website or visit <u>Evans Cycles in Kingston</u> to try on sample kit for the appropriate size.

It is possible to take refunds on none deliverable items like memberships and events, please contact Website Admin.

Delivery

Kingston Wheelers orders that require a physical delivery will be using <u>myHermes</u>. This will be a "signed" delivery solution, meaning that someone will need to accept and sign for the package when it is delivered. There will be no other option and the price is included in the cost of the order.

Liability

We (Kingston Wheelers and its Distributor) shall not be 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 parties claims.

We (Kingston Wheelers and its Distributor) will do our best to get all orders despatched as quickly as possible. We have no liability to you for any delay in the delivery of products ordered. You have the right to cancel delayed orders at any time and get a refund prior to the item being despatched if it is possible to be arranged.

This warranty does not affect your statutory rights.