

TERMS AND CONDITIONS

The following are e-Bike Barn's Terms and Conditions of sale to which all purchases are subject. We reserve the right to change these terms and conditions at any time, without notice. Any changes will take effect when posted on this website. By using this website you agree to these Terms and Conditions. These Terms and Conditions do not affect your statutory rights.

Any reference to Company/Seller/We/Us shall mean Ebike Barn Limited T/A E-Bike Barn Conway Farm, Satwell, Henley on Thames, Oxon, RG9 4QZ, United Kingdom (Registered Office) who sell or supply bicycles, electric bicycles and their components along specialist motor equipment and accessories in the course of their trade or business. We are registered in England and Wales and have our registered office and main trading address at:

e-Bike Barn
Conway Farm
Satwell
Nr Henley on Thames
RG9 4QZ

Our company number is 12079625 and our VAT registration is 334793577.

Any reference to You/Customer/Purchaser shall mean any person, sole trader, partnership, business, body corporate or other entity detailed in the appropriate section of the sales invoice/order form and shall include all successors, heirs and assigns. Where the Buyer purchases in the course of a trade, profession, vocation or sport (where the buyer is a specialist or enthusiast), it is agreed that such a buyer shall mean a trade buyer. Where a person deals entirely as a consumer, statutory rights shall remain unaffected. Where the term buyer appears within these terms it shall mean both trade and consumer buyer/purchaser unless specified as relating to a trade buyer or consumer buyer individually.

The Contract

By placing an order via our website (www.e-bikebarn.com) or in store, you are offering to purchase a product subject to the following Terms and Conditions. In order to enter into a contract with e-Bike Barn, you must be over 18 years of age. e-Bike Barn retains the right to refuse any request made by you. If your order is accepted, we will inform you by email and confirm the identity of the party which you have contracted with. This will usually be e-Bike Barn, but in some cases may be a third party.

Where the contract is made with a third party, e-Bike Barn is not acting as either agent or principal and the contract is made between you and that third party and will be subject to the third party's Terms and Conditions.

Ordering Goods

All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and any guarantees made as to delivery times are subject to manufacturing or postal delays or force majeure for which we will not be responsible.

When placing an order, you undertake that all details you provide us are accurate and true, that you are an authorised user of the payment method provided and that there are sufficient funds to cover the cost of goods.

Once the order is placed, you will receive an acknowledgement email confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. e-Bike Barn retains the right to accept or reject this offer before processing the order. A contract between the parties for the purchase of goods will not be formed until your

payment has been approved, the prices and item descriptions have been verified and the order has been processed.

Representations of colour online are as accurate as our photographs allow, please note colour can be affected by device settings and may vary in person.

Pricing

All prices advertised are subject to availability and while stocks last.

All prices shown are in pounds sterling and include VAT unless otherwise stated. If an administrative error has resulted in an incorrect price being displayed, we reserve the right to correct that price. In the event that there are any errors regarding price or description, we retain the right to notify you as soon as possible and give you the option to proceed with the revised order at the correct price/description, or to cancel the order. In the event that you request a cancellation, your payment method will be refunded in full. The refund paid back to you will be the extent of our liability to you in the event of pricing/description errors.

Guarantees

Credit Card transactions are handled by Barclays Bank Plc (trading as Barclaycard Payments) are accredited under the Payment Card Industry Data Security Standard (PCI DSS) and we use MasterCard SecureCode and Verified by Visa along with AVS/CV2 checks.

All credit card details are secured using internationally recognised 256-bit encryption standards. Although we will take all reasonable steps to protect your personal information, we cannot guarantee the complete security of any data you disclose. You accept the inherent security risks of providing personal information and e-Bike Barn cannot be held responsible for any breach of security unless it is due to our negligence.

All card holders are subject to validation checks and authorisation by the card issuer. If the issuer refuses to authorise payment to us, e-Bike Barn will be liable for any delay or non-delivery. By ordering from e-Bike Barn, you consent to any checks with regard to validating the names, addresses or other information supplied against commercially available records by either a third party under our instruction or us.

We may need to contact you by telephone, letter or email to verify details before we are able to process and dispatch your order. Any information provided will be treated in accordance with the Data Protection Act 2018.

Liability

It is the responsibility of the customer to ensure that your e-bike is within all country and local laws. The customer assumes all liability and risk associated with the use of e-bikes and holds e-Bike Barn and its owners free from any liability caused by their use.

Delivery

We can deliver e-Bikes to anywhere within the UK, we deliver by hand to ensure safe and prompt delivery. Deliveries will usually occur between Monday and Friday and a signature will be required upon delivery. We constantly monitor our carriage costs, striving to keep them low for all customers; however we are not able to use a courier to deliver e-Bikes.

Warranty

Where applicable, details on manufacturers' guarantees or warranties will be provided with the product. After sales warranty or guarantee claims will initially be dealt with by e-Bike Barn.

Warranties cover manufacturing faults and defects but not damage caused by wear and tear, crashing or abuse.

Cancellations

Goods may be cancelled with no charge to the customer if payment has not been debited from the customers account.

Stock items:

Once the order has been processed and payment has been debited from the customer account, the customer will be subject to a restocking fee unless the fault lies with e-Bike Barn. For distance selling, your statutory rights allow cancellations within 14 days of receipt. The order must then be returned within 14 days of notifying us of cancellation. Items returned to us after the 14 day return period may not be accepted.

Custom items:

We cannot accept cancellations for any items which have been especially ordered or manufactured to your specification once the order has been processed. On any non-stock special order item, we reserve the right to charge a 50% deposit, which is non-refundable in event of cancellation, based upon the customer's implicit instructions to order the goods on their behalf.

Returns and Refunds

Goods which prove to be unsuitable or faulty must be returned to us within 14 days (online purchase) or 7 days (in person purchase) of receipt. All returns are to be accompanied by the senders name and address, order reference number and reason for return. Items returned after the 14 days from receipt may not be accepted and/or may be subject to a restocking charge.

Customers are responsible for covering the cost of return of the items and items must be received unused and in a resalable condition with all original packaging (unless proven to be faulty). We reserve the right to levy a charge to replace product packaging which is damaged or defaced. We cannot accept responsibility for returned parcels which are undelivered, we recommend using a tracked service and retaining your proof of postage. e-Bike Barn will aim to refund the cost of goods, excluding any postage costs or restocking fees, within 14 business days.

We cannot accept returns for any items which have been especially ordered or manufactured to your specification unless found to be faulty.

If the item being returned is an e-bike, you will be responsible for returning it to us. It is your responsibility to return the e-bike complete, unused, undamaged and in the same condition as it was received from us. We do provide a chargeable collection service, quoted on request.

Please complete our returns form to start the returns process by [clicking here](#).

Privacy

We collect personal data from and about you when you purchase products and services from us, create an account, sign up to our newsletters and mailing lists or enter our competitions. We also use cookies to understand your browsing behaviour on our website to enable us to improve your experience on this and future visits.

We will use your personal data where needed to perform a contract with you (for example, where you've bought products or services), where it is necessary for our legitimate interests, where you have asked us to or where we need to comply with legal obligation. We will only use your personal data when the law allows us to.

You will only receive marketing communications from us if you have requested information from us, purchased products or services from us or told us that we can send them to you. You can tell us that you want to stop receiving marketing communications from us at any time.

We are committed to keeping your personal data secure and have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instruction and they are subject to a duty of confidentiality. We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements.

Complaints

If you are not happy with any aspect of our service, discover a fault or if you have any queries or comments relating to an order placed, please email us at complaints@ebikebarn.com or call us on 01491 628711 or write to:

e-Bike Barn
Conway Farm
Satwell
Nr Henley on Thames
RG9 4QZ

Your access to the website may occasionally be restricted to allow for site development, maintenance or repairs. We will attempt to restore the service as soon as we reasonably can.