

## Funbikes Trading Policy

For a mini moto / mini moto dirt bike / mini quadard. DELIVERY IS 1-4 WORKING DAYS

Midi moto's, Pit bikes, Buggies, and Quad bikes are depatched via pallet delivery. DELIVERY IS 2-4 WORKING DAYS.

Most parts orders are sent via the royal mail postal service. DELIVERY is 1-5 WORKING DAYS.

If for any reason you no longer want your product, you have 7 days from receipt to return it at your cost. It should arrive back to us preferably with its original packaging. We cannot be held liable for any consequential loss caused by late delivery or failure to deliver by the company's appointed carrier. Liability in such cases is limited to the value of those items, which are shown to have not been received by you.

Please read the help sheet / checklists supplied with the Quadard, Mini Moto, Mini Dirt Bike, and Pit Bike, as these will assist you in starting and maintaining your bike. Our technicians are available 9.30am-4.30pm weekdays will be quite happy to help with free telephone support for as long as your own the product.

We stock all parts for the bikes we sell, most of which are on our website [www.funbikes.co.uk](http://www.funbikes.co.uk).

Our terms and conditions as set out below will apply to all orders you make with us. Please take your time and read these carefully before placing any order. By using this site you are agreeing to these terms and conditions

### 1. IMPORTANT

1.1. All Motorbikes, quad-bikes, go-karts and buggies can be dangerous. You should wear safety equipment such as helmets, shin and elbow pads etc. at all times when using bikes and similar machines. The use of any powered vehicle could involve the risk of injury or death. You should only ever use your bike, kart or buggy in a sensible way.

1.2. The products that we supply are technical and mechanical products which require mechanical knowledge and skill to use and maintain. You should not purchase our products unless you have a good understanding of how to use and maintain mechanical products. If you are in any doubt about this please telephone us to discuss the product you are thinking of buying. We will be able to guide you as to the level of knowledge required to use and maintain the item you are considering purchasing. If you are in any doubt please contact us on 0844 8730 307.

1.3. Unless described as 'road legal' the vehicles that we sell are not for use on the public highway. These vehicles are intended to be enjoyed on private property where it is lawful to use them. If you use vehicles which are not road legal on the public highway you will commit a criminal offence and may be subject to criminal proceedings. You must check to ensure that you will be able to use any products purchased from us in a proper and lawful manner and that you have access to facilities to do so. We will be able to guide you as to where you will be able to use an item that you are considering purchasing. If you are in any doubt please contact us on 0844 8730 307.

### 2. Name of Supplier, Customer and Website Details

2.1. All references to the 'company', 'us' or 'we' in these terms and conditions refer to Funbikes Limited (Company Number 6293682) whose registered office is at Suite 3 24 High Street Ruddington Nottingham NG11 6EA.

2.2. All references to the customer, "you" or "your" shall means or is referring to the person or persons purchasing or offering to purchase goods from us.

2.3. All references to the "Web Site" shall include reference to all URL's owned by us.

### 3. Prices and VAT

3.1. All prices are shown in pound sterling (£).

3.2. Our prices include VAT. However, if the rate of VAT changes between the date of the order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

### 4. Orders

4.1. A binding contract will only have been formed by you and us when we process your order by preparing the goods to be sent out to you. Until we process your order in this way there will not be a binding contract between you and us. Any information on our Web Site does not constitute an offer by us capable of acceptance by you and your filling in details or clicking any button or icon indicating you are making an order does not, and is not intended to, constitute a binding contract between you and us.

4.2. We are pleased to accept orders by any of the following methods..

4.2.1. Online transaction (secure server); or.

4.2.2. e-mail (unsecure);.

4.2.3. telephone; and.

4.2.4. post..

4.3. All credit / debit card transactions are subject to validation checks and are authorised by the card issuer. We accept MasterCard, Visa, Amex, Delta, Switch and Solo. If the issuer of your card refuses to authorise payment to us, we will not be liable for any delay and / or non-delivery of your order. We are unable to accept or process any credit/debit card orders without a valid card payment in the name of the registered cardholder.

4.4. If you are making payment by cheque then payment should be from a UK bank, with the cheque being made out to "Funbikes Limited", and crossed 'A/C payee only'..

## **5. Dispatch of Your Order**

5.1. All goods are subject to availability.

5.2. Items ordered will be delivered as soon as possible in accordance with the requested delivery service. All delivery charges shown are for 2 to 4 day delivery of items in stock to U.K. mainland addresses only. If you require delivery to non-U.K. mainland address charges will vary depending upon the destination. Please contact us to discuss your requirements.

5.3. We will try to ensure that delivery is made within the estimated time scales.

5.4. For products listed on our Web Site outstanding orders can be cancelled at any time. In instances where payment has already been made, an alternative or refund in full for the item(s) concerned will be given.

## **6. Delivery**

6.1. You should check your order carefully when it is delivered to you. In the event of any goods delivered by us being damaged in transit, or failing to match the items ordered by you, then you should notify us promptly. We use independent couriers in order to deliver goods to you a quickly and efficiently as possible. We need to hear from you as soon as possible if you believe that your order has been damaged in transit so that we can investigate the matter with our couriers.

## **7. Returns and Exchanges**

7.1. We want you to be entirely satisfied with every purchase made from us and we aim to offer you excellent quality, value and service at all times.

7.2. If you wish to return an item for exchange or you have decided not to keep it, please contact us within 7 working days after the date of delivery..

7.3. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, a full refund will be provided but we may pursue you for the reduction in value.

## **8. Products**

8.1. Products are sold one at a time unless otherwise stated.

8.2. Every effort is made to ensure the colours depicted on the site match as closely as possible those of the actual product. Due to technical limitations, some shades of colours may vary.

8.3. From time to time it may not be possible to supply the exact items that you have ordered. If this occurs, we may provide substitute items of an equivalent quality and price to those we are unable to provide. If you choose to cancel the contract in these circumstances, we will pay the cost of returning the substitute goods.

## **9. Limitation of Liability**

9.1. Subject to the provisions set out below if either of you or we fail to comply with these terms and conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these terms and conditions.

9.2. Neither of us shall be responsible for losses that result from our failure to comply with these terms and condition including, but not limited to, losses that fall into the following categories:

9.2.1. loss of anticipated savings;

9.2.2. loss of data; or

9.2.3. any waste of time.

9.3. However, these terms and conditions shall not prevent claims for foreseeable loss of, or damage to, your physical property.

9.4. Nothing in these terms and conditions shall limit in any way our liability for:

9.4.1. death or personal injury caused by our negligence; or

9.4.2. fraud or fraudulent misrepresentation; or

9.4.3. any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

9.5. If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within a reasonable time after the date of delivery of the goods in question.

## **10. Force Majeure**

10.1. We will not be liable for non-performances of our obligations caused or resulting from industrial disputes or any other circumstances beyond the reasonable control of the company such as act of God, riots, civil commotion, flood, fire and legislation. If by reason of such circumstances it shall become impossible within a reasonable time for the company to wholly or partly supply the items ordered then the customer's liability will be limited to the value of the items already supplied together with any associated delivery charges.

## **11. Pricing and Print Errors**

11.1. It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the goods' correct price is less than our stated price, we will charge the lower amount when dispatching the goods to you. If the goods' correct price is higher than the price stated on our site, we will normally either contact you for instructions before dispatching the goods, or reject the order and tell you.

## **12. Ownership of Goods**

12.1. All items supplied to you remain our property until final payment of all sums owing in respect of those goods has been received in full by us.

## **13. Complaints**

13.1. Any complaint can be communicated directly to us. We will endeavour to deal with your complaint within five working days of receipt. In the event where we cannot resolve your complaint immediately we will advise a likely time scale to you and keep you informed of any investigation.

## **14. Privacy Policy**

14.1. This privacy policy covers us and our Web Site.

14.2. You can browse our site(s) without disclosing any personal data to us. Any links to third party web sites are covered by the third parties privacy policies.

14.3. We do not automatically log personal data nor do we link information automatically logged by other means with personal data about specific individuals.

14.4. We will collect and store information about you to allow us to firstly, process and fulfil any order requirements and secondly to provide you with the best possible service. We will collect and store any personal data that you may volunteer whilst using our services, e.g. (registration, placing an order or requesting a catalogue).

14.5. We will use the data for our own marketing purposes, including market research and to keep you up to date with any offers or information regarding our stores or direct sales channels.

14.6. The type of information that we will collect will include,

14.6.1. Your title and name;

14.6.2. Known address;

14.6.3. Contact telephones numbers;

14.6.4. E-mail address; and

14.6.5. Order and Payment details.

14.7. Individuals registering their details online may do so on the understanding that they are aware of the intended purpose for the collection of data. They may be sent further information / communication via email, and post.

14.8. Our Web Site contains links to third party websites operating their own terms and conditions and privacy policies, we are not responsible for the policies of any linked third party sites.

## **15. Security**

16. We are fully committed to providing full security both through our on-line and mail order service. We use secure socket layer (SSL) technology to ensure that your details are safe for all sales transactions with us. All information you provide is fully encrypted so that it cannot be read by third parties.

16.1. (For Netscape click the 'security' icon on the tool bar and check the SSL2 and SSL3 boxes. For Internet Explorer go to view, menu, find 'Internet Options' click on 'Advanced' and check the SSL2 and SSL3 boxes. Your browser will confirm that you are shopping in a secure environment by showing a locked padlock icon or an image of a key in the bar at the base of your screen.)

## **17. Access to information**

17.1. We will aim to always hold accurate and up to date information about you. You can gain access to information that we may hold about you by:

17.1.1. Sending an email to [data.protection@FunBikes.co.uk](mailto:data.protection@FunBikes.co.uk)

17.1.2. Writing to this address FunBikes, Access Storage, Queens Road, Nottingham, NG2 3AS; or

17.1.3. Telephone 0844 8730 307 (during office hours).

17.2. We will provide you with a readable copy of any personal data that we may hold about you, within thirty days of receipt of your request. We will require proof of your identity before releasing any data. We will provide the information at a charge of £10.00 payable with your request.

17.3. In instances where you find information that we hold about you to be inaccurate we will correct or delete it promptly.

17.4. We reserve the right to refuse to provide a copy of any personal data held, but will give reasons for our refusal.

17.5. If you should have any queries regarding our privacy policy or terms and conditions, please contact us directly.

17.6. If you are currently receiving information from us and would prefer not to, please email us at [info@funbikes.co.uk](mailto:info@funbikes.co.uk) with "No further mailings" in the subject box. Please provide your invoice number and postcode, or click on the unsubscribe link placed at the bottom of all our emails to you.

## **18. Law and Contact Details**

18.1. All contracts shall be governed by and construed in accordance with English Law.

18.2. Our Contact details are:

FunBikes, Unit 21 Old Dalby Business Park Old Dalby Leicestershire LE14 3NJ

Telephone: 0844 8730 307

Email: [Info@funbikes.co.uk](mailto:Info@funbikes.co.uk)

Office Hours: 10am and 5pm Monday to Friday.

### **Registered Address**

FunBikes Limited Suite 3 24 High Street Ruddington Nottingham NG11 6EA