

Elephant Bike Terms and Conditions of Sale

Contact Details:

*Krizevac Project
Atlas Works
Paragon Road
Longton
Stoke-on-Trent
ST3 1NR*

Email: info@elephantbike.co.uk

Or: info@krizevac.org

Telephone: 01543 888494

Elephant Bikes are supplied by Krizevac Project which is registered with the Charities Commission for England and Wales: registration number 1115608.

Head Office Address:

Krizevac Project, Cana Family House, Radmore Lane, Abbots Bromley, Staffordshire, WS12 3AS.

Making a contract with us:

When you place an order with us, you are making an offer to buy goods. We will send you an e-mail to confirm that we have received your order.

Once we have checked the price and availability of the goods, we will e-mail you again to confirm that we accept your order, and that a contract has been made between us.

In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. We will not dispatch the goods, we will refund any payment made, and there will be no contract between us.

If the goods are not available, we may supply you with substitute goods, but we will contact you in advance by email if this is the case and we will only dispatch substitute goods to you if you accept the substitution.

How to place order:

1. Select the item(s) that you require from our website on the Buy a Bike page by clicking the 'Add to Basket' link shown for the item. At this point you should carefully select your preferred colour, frame size and any extras you require.

2. Items that you have selected can be reviewed at any time via the 'View Basket' link.

3. When you have completed your selections click on the 'Checkout' link to complete your order. You will be asked to provide delivery and payment information via secure web pages. Please review your order carefully at stage 6 before submission to avoid problems.

4. If you need to amend your order prior to placing it you may do so on the shopping basket page. Remove items or amend quantities using the controls provided. You may need to refresh the contents of your basket for changes to take effect. If you really get stuck please call or email us.

5. If you make a mistake during ordering please contact us as soon as possible.

6. When you place your order, you will receive an automatic order confirmation email to the address you used to place your order. If you do not receive this automatic confirmation, please check your "spam" box first, if it isn't there, please telephone us as soon as possible.

7. Within two working days we will contact you via email again to provide your delivery information.

Delivery:

All of our prices include free UK delivery

We will dispatch your order as soon as possible; this will normally be within two working days of receipt of your order. However, at busy times we may have a short waiting list of up to two weeks. If you need to have your item for a specific date, please email us in advance of placing your order so that we can advise you of current waiting times.

Your order will be carefully packaged and sent to you using Parcel Force 48. We will email you with a tracking number so that you can track your order yourself using the Parcel Force website <http://www.parcelforce.com/track-trace>

We highly recommend that you make arrangements for someone to receive your order; large items cannot be left with a neighbour or in your back garden and your order will be returned to the depot if there is no one to receive it. Please see the Parcel Force website for more information:

<http://www.parcelforce.com/sending-parcel/parcel-delivery/large-parcel-delivery>

If the goods are lost or damaged in transit, please let us know promptly.

Cancellation:

You have the right to cancel any contract made with us. If you have ordered goods from us, the cancellation period ends at the end of 14 days after the day on which the goods are delivered to you. If you have ordered multiple items in one order and they are delivered separately, the cancellation period ends at the end of 14 days after the day on which the last of the goods are delivered to you.

To cancel your order please contact us. We advise you contact us in writing. You may use our model cancellation form, but you do not have to. You do not have to give any reason for cancellation. However, a brief explanation may help us to improve the service we offer to customers in the future.

We reserve the right to refuse cancellation in respect of the following:

- Special order goods that are made to the consumer's specifications or are clearly personalised

If you cancel, you must return to us any goods that have already been dispatched at your own expense within 14 days of cancellation.

You can re-use the packaging in which you received your order. You can arrange your own specialist bulky-item courier. Please contact us in advance if you would like advice or guidance as to booking a

collection. Or you can contact us and we will arrange a carrier collection. The cost of this will be deducted from the refund made to you using the same payment method as utilised for the purchase of the bike.

We will reimburse all payments within 14 days of cancellation. Where the contract is for the supply of goods, and these have already been dispatched, we will reimburse all payments within 14 days of receiving them back from you (or you supplying evidence that you have sent them). If you fail to return the goods, we reserve the right to collect them and charge you the direct cost of collection.

Subject to the conditions below, we will refund the purchase price of the goods in full.

Please take care of the goods and any packaging. If their value is diminished by any amount as a result of handling of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods (particularly if it goes beyond the sort of handling that might reasonably be allowed in a shop) we reserve the right to deduct that amount from the refund, up to the value of the purchase price.

This cancellation policy does not affect your legal rights - for example, if goods are faulty or misdescribed.

Return of Faulty Goods:

If you received an item that is faulty, or not as described, you are entitled to a full refund. In this instance you must contact us within 30 days of purchase or delivery. We have a legal obligation to supply goods that are in conformity with the contract and we will deal with the matter in accordance with your legal rights.

If we are unable to establish a solution to the fault, we will ask you to return the goods to us following the guidelines above AND in this instance we will also pay your return postage costs and refund your purchase price in full. However, we reserve the right to refund only standard delivery charges if you chose a more expensive delivery method.

Guarantees, Liability and Warranties:

By entering in to a contract with us as described above, the customer recognizes and agrees with the fact that they are purchasing a second hand/ used item that will show signs of wear and tear. However, in order to deliver the best service possible, we offer a **six-month, post- purchase faulty parts replacement pledge** as follows:

*If within six months of your purchase date there is failure of a mechanical part of your bike during normal cycling on UK roads or pathways which has not been caused through user negligence or accidental or deliberate damage we will either: ask you to return the faulty part to us for replacement at our expense, or else post you a replacement part for you to have fitted yourself, or arrange with you to reimburse an appropriate servicing centre local to you (where costs are agreed in advance). This pledge excludes all paintwork and finishes and excludes wicker baskets. Our **six-month, post- purchase faulty parts replacement pledge** only applies to bikes that are used for normal domestic use, bicycles that have been used for trade, or untypical use such as stunts are excluded. If during this six-month period an attempt at repair or replacement has failed, you have the right to reject the goods for a full refund or price reduction - if you wish to keep the item.*

There are no other warranties available on this product.

Krizevac Project takes user safety very seriously and tests all bicycles prior to packaging. Faults consistent with refurbished, second hand bicycles may occur during the normal use of the bicycle therefore all liability for damage caused by use of this product remains with the user. It is the user's responsibility to ensure adequate ongoing maintenance and upkeep of the bicycle to a safe level. Krizevac Project bears no liability for accident, injury or death arising from the use of this product.

CANCELLATION FORM

To
Krizevac Project
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Longton
Stoke-on-Trent
ST3 1NR

Email: info@elephantbike.co.uk
Or: info@krizevac.org
Telephone: 01543 888494

I/We [*] hereby give notice that I/We [*] cancel my/our contract of sale of the following goods
[*] / for the supply of the following service [*],

Ordered on [*] / received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Complaints

Please send any complaints to the address shown above.