

## **THE ARK CYCLES LTD TERMS & CONDITIONS**

The Ark Cycles recommends that you print out and keep a copy of these Terms and Conditions for future reference.

These Terms and Conditions apply to all transactions on this site & in store. Please read them carefully. They do not affect your statutory rights.

This site is owned and operated by The Ark Cycles. If you have any questions or comments with regard to these Terms and Conditions, please contact us by either email: [info@thearkcycles.co.uk](mailto:info@thearkcycles.co.uk) or phone: 01453 884738 (Tuesday –Thursday, 10:00 to 17:00. Friday 10:00 – 7:00pm. Saturdays-10:00 to 1600:00, Sundays & Mondays - Closed).

These Terms and Conditions apply to the use of this website and by accessing this website, and/or placing an order, you agree to be bound by the Terms and Conditions set out here. If you do not agree to be bound by these Terms and Conditions you may not use or access this website.

### **The Ark Cycles**

The Contract between Us:

Any contract for purchases made through the website will be with The Ark Cycles Ltd. The Ark Cycles must receive payment of the whole of the price for the goods that you order before your order can be accepted, and the contract formed. Once payment has been received, The Ark Cycles will confirm that your order has been received by sending an email to you at the email address you provide in your registration form.

By clicking the 'Accept' button you agree to these Terms and Conditions. By completing and submitting the electronic order form (or proceeding through the 'checkout process') you are making an offer to purchase goods which, if accepted by us, will result in a binding contract. Neither submitting an electronic order form or completing the checkout process constitutes our acceptance of your order.

A confirmation of collection email will be sent to you at the point it is ready, this will include your name, the order number and the total price. The Ark Cycles's acceptance of your order at this point brings into existence a legally binding contract between us on these terms. Any term sought to be imposed by you in your order will not form part of the contract.

The Ark Cycles Ltd is entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding the goods appearing on our website. If an error or inaccuracy is discovered with regard to the advertised price of the goods that you have ordered, we will contact you as soon as possible by e-mail. This will be to inform you of the correct price of the goods, and to ask you if you wish to continue with the order at the amended price, or to cancel the order altogether.

### **General Terms**

These Terms and Conditions and all transactions relating to this website are governed by English law and are subject to the non-exclusive jurisdiction of the English courts. We do not accept amendments to these Terms and Conditions.

These Terms and Conditions only cover the The Ark Cycles Ltd website. Any other websites which are “linked to” from this site are governed by their own Terms and Conditions. We accept no responsibility or liability for the content or operation of websites which are not under our control. We are required by law to tell you that sales can be concluded in English only and that no public filing requirements apply.

For wheeled goods sold on the The Ark Cycles Ltd site that have a listed specification, please note that the specification can change subject to without notice at any time, this does not affect your statutory rights. If a specification does change, the item/items will be changed to an equivalent product at the time of manufacture. The Ark Cycles Ltd cant be held liable or responsible for these changes.

### **This Website**

The Ark Cycles Ltd own the copyright, trademarks and other intellectual property rights in all material and content on this website, which you may use, download, copy, publish, transmit or otherwise make available by any other means only for your own personal, non-commercial use. Any other use or reproduction of the material or content is strictly prohibited.

You may not create any link to this website without prior written consent, nor may you restrict or inhibit the use or enjoyment of it by anyone else.

While we will use reasonable endeavours to verify the accuracy of any information we place on the The Ark Cycles Ltd website, we make no warranties, whether express or implied in relation to its accuracy.

We make no warranty that the The Ark Cycles Ltd website will meet your requirements or will be un interrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the website.

We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the The Ark Cycles Ltd website.

Promo codes are only valid on full price items. Not all goods and promotions that are offered by The Ark Cycles Ltd will be available in-store, and vice versa. Our online prices are usually the same as in our stores but occasionally you may find a difference in price, for instance where there are different online and local store promotions. We reserve the right to adjust prices, goods and special offers at our discretion.

### **VAT**

Because we trade in the UK all prices on this site include VAT (Value Added Tax) at 20%. Please note we only accept orders from the UK.

## **Card Payments, Security and Privacy**

We accept most major credit cards and for off-line purchases will accept Bank transfers. Exchange rates around the world do vary all the time so payments made to The Ark Cycles Ltd must always be in UK pounds (£) Sterling. The Ark Cycles Ltd cannot be held liable for any charges for international transactions applied by the issuing bank. When processing international refunds, the refund will be in UK pounds (£) Sterling any change in the exchange rate is beyond our control.

We can assure you that all your information is kept safe and secure, from your on-line shopping basket to the goods arriving at your front door. A secure SSL encryption protects all your details during the shopping process, and we do not pass on or use them with any third parties, companies and marketing organisations. All the details required are needed for no other reason than to fully process your order.

## **Availability of Goods you Order**

If The Ark Cycles Ltd has insufficient stock for your collection the goods ordered by you, we will notify you as soon as possible. Any sum debited by The Ark Cycles Ltd from your credit card will be re-credited to your account and The Ark Cycles Ltd will notify you by email at the address given by you in your order form. The refund will be made as soon as possible and in any event within 30 days of your order. The Ark Cycles Ltd will not be obliged to offer any additional compensation for disappointment suffered.

Please note: we endeavour to bring our customers the best value we can by running special offers, but please remember stocks are limited at the special offer price, and subject to availability. We update our website as quickly as we can to minimise disappointment. The process of updating the website when goods have sold out at promotional price can take a few hours to update.

## **Responsibilities**

Certain products available on our website can be hazardous and lead to serious injury if not used correctly. Competent and informed persons, who understand and accept the risks involved, must only use these products. Training in the proper use of equipment, techniques and safety measures in any of these products is the responsibility of the user, who must assume responsibility for all risks and damages, which may arise from the use of such equipment.

It is the responsibility of the buyer to ensure that all technical data and instructions provided with the product by the seller are supplied to the end user.

Users of this website agree that the purchase of these goods will be for personal use only. It is expressly forbidden to Re-Sell any goods available on this website.

## **Disclaimer for Site Usage and Copyright**

The Ark Cycles Ltd disclaims damages of any kind, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties implied or otherwise relating to use of this site.

All pictures, material, code, intellectual property and descriptions are the property of The Ark Cycles Ltd Ltd and Export Technologies. It may not be copied or used without the express permission of these parties.

## **Changes to This Agreement**

The Ark Cycles Ltd reserves the right to make changes to our site, policies, and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unforeseen, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.