

# Terms & Conditions

## Terminology

In the following Terms and Conditions –

1. The “seller”, “us” or “we” refers to Southern Liteville Centre UK – the trading name of Ashlar Solutions Ltd (Contact details can be found at the end of these terms).
2. The “buyer”, “you” or “your” refers to the customer as detailed in the appropriate section of the Sales Invoice / order form / delivery note.
3. “Acceptance” means the acceptance by us of your order.
4. The “goods” or “product” refers to the item or items as detailed in the appropriate section of the Sales Invoice / order form / delivery note.
5. The “price” or “prices” refers to the sum due to us by you inclusive of VAT at whatever rate applies at the time.
6. The “supplier” or “suppliers” refers to companies that supply the goods we sell.
7. The “manufacturer” or “manufacturers” refers to the companies that design and manufacture the goods we sell.
8. “working day” is any day excluding Saturdays, Sundays and Bank Holidays, and “calendar day” is any day including Saturdays, Sundays and Bank Holidays.
9. “Reserved goods” are anything we hold at your request for collection or delivery at an agreed date.
10. the “collection date” is a date on which we have both agreed the item will be collected by you or dispatched by us.
11. “website” or “site” refers to this website unless otherwise stated.
12. These Terms and Conditions are variously referred to as “T&Cs”, “terms and conditions”, “terms” or “conditions”
13. For the avoidance of doubt, these Terms and Conditions apply to the use of this site and purchases made on-line, and do not apply to purchases made in-store.

## Pricing and Accuracy

1. Prices are shown inclusive of VAT, Delivery charges will be shown as a separate item on the invoice, but do not cover any other levies that may be applied by the delivery agent or government agency otherwise.
2. Offers, promotions and vouchers cannot be had in conjunction with any other offer or promotion, supplier promotion, finance purchase or Cycle to Work Schemes unless stated otherwise.
3. We have tried to ensure that information provided on our Website is accurate; however, we make no representation nor give any warranty of any kind in respect the accuracy of this information.
4. We may alter, delete and update details on the website and in these Terms and Conditions from time to time and at any time due to supplier and product changes, operational reasons, or regulatory rules imposed on us from Government.

## Ordering and Contract Acceptance

1. When placing an order on with us via our website you will be asked to accept these Terms and Conditions before proceeding or they may be sent to you as part of a quotation. You are then deemed to have accepted the terms as set out herein.
2. Carriage charges will be shown in the Cart or invoice.
3. We will contact you to confirm receipt of your order and advise any shortfalls or unavailability of goods you have ordered.
4. In such case we may offer you a replacement or alternative item instead. If this is not suitable you may cancel or reduce the order.
5. We may refuse to accept your order if –
  1. Goods or services you have ordered are unavailable.
  2. We cannot authorise your payment with your card provider
  3. If there has been a product description or price error.
  4. We do not deliver to your area, or –
  5. You fail to meet any other criteria set out in these terms.
6. In any of these instances at point 5 we will refund you in line with our Refund Policy as set out below.
7. No contract will exist between us until we have accepted your order by email confirmation and advised fulfilment matters.
8. Any communication prior to that is pre-contractual, and we are under no liability to accept or fulfil your order at this stage.
9. If we cannot contact you due to incorrect information you have given us, or you fail to respond to messages sent to you within 7 days, then your order may be delayed or cancelled.

## Carriage

1. Carriage charges will be calculated and advised on the quotation or invoice. These carriage charges are for delivery within Mainland UK only, and may vary outside this stated area.
2. If carriage is going to be higher than that quoted, we will advise you the higher cost and you may choose to pay the extra or cancel the order.

## Payment

1. Payment will be taken on placing the order, but will be refunded in full if for any reason, either on our side or yours, the order is not accepted by us or unable to be fulfilled in line with these Terms and Conditions.
2. Payment is preferred by bank transfer. We reserve the right to pass on charges from credit card companies or PayPal – this will be disclosed on the quotation.

## VAT

1. All prices quoted on our website or subsequent quotation, include VAT at the current UK rates as apply.

## Title

1. The goods remain the property of Southern Liteville Centre UK until they have been received and accepted by you.

## Fulfilment

1. We understand that you will want your order within a certain time frame, and will always try to meet your requested delivery date where possible.
2. Our aim is that cycles will be dispatched between four to ten working days, and other items between two and four working days from acceptance of order.
3. To ensure good service to you in the first place, and minimize problems, all goods dispatched by us are checked and signed off "as described" by one of our staff before dispatch. You will be advised of any issues with the product otherwise, and be offered the option to continue or cancel the order.
4. We will notify you by email or text of the order dispatch.
5. If any goods are out of stock or otherwise delayed beyond 28 days, we will contact you to give you an estimated delivery date.
6. In the event of the goods being sold out, or no longer available we will offer you an alternative product that may suit
7. In either of these last two events you are free to cancel the order and get a full refund if the s delivery date is later than you require.
8. If for any or the reasons above we are unable to fulfil the order within 28 days we reserve the right to cancel the order. We accept no liability in such instances for any loss or inconvenience direct, indirect or consequential howsoever caused.
9. All delivery times are based on working days, which excludes Saturdays, Sundays and Public Holidays.
10. All goods delivered to you must be delivered to your given address and signed for by the recipient. We will not deliver to an address other than the one to which your credit card is registered without separate and prior agreement.
  1. We highly advise you to carefully check the exterior of the package for signs of damage, and if any doubt to sign for the goods as 'unchecked', or to refuse the parcel in which case it will be returned to us and we will check the goods are OK and advise you before resending.
11. We accept no liability however arising from the failure of our contracted Courier or delivery agent to deliver to you due to circumstances beyond our or their control – such as Fire, riots, abnormal weather, traffic congestion, etc...
12. If you are opting for our "Order & Collect" option please check our opening times on our website or confirm by phone or email before setting off to collect, to ensure we are open

## Back Orders – Our Procedures

1. If goods are out of stock, we will contact you and give you an estimated delivery date. You can then either opt to leave the order in place or cancel.
2. We will try to keep you informed of any delay to the estimated delivery date, however back-orders require manual checking and suppliers delivery dates may

move, so if you haven't heard from us a week before the estimated delivery date we suggest that you contact us for an update.

## **Security and Credit Card Security**

### **Web Orders**

1. We use secure encrypted online servers to process your orders, and no details of your credit card are kept by us in-person.
2. If you open an account with us and opt to let us have your card details, this will be kept on a third-party Secure Server.
3. Any refunds to you will be done on a Virtual gateway where we do not see you full card details.

### **Telephone Orders**

1. Card details taken for telephone orders will be directly inputted into our "Virtual Terminal", and no details will be kept otherwise by us.

## **Cancellation by The Customer After Receipt.**

1. If upon receipt of the goods you decide to cancel the order and get a refund, or wish to exchange the goods for any reason, you have the right to do so providing that –
2. You must notify us of this within 7 days working days from receipt of goods by post to our registered office or by email (found at foot of this document). Proof of order will be required.
3. This notice must include your full name and address, your postal address, your contact details, a list of the goods ordered, reason for cancellation and proposed means of return of the goods.
4. After this period cancellation or exchange will be at our discretion only.
5. Whilst the goods are in your charge you must take reasonable care of them.
6. You are liable for the carriage costs and the safe return of the goods to us, which must be done within 14 days of cancellation. (We strongly suggest you ensure the parcel you send is fully insured, as any loss is at your own risk).
7. Upon return we will inspect the goods and make a full refund to you, provided that –
  1. The product or goods have not been used or fitted, except for your need to assess suitability of a part, or initial fit of clothing or shoes.
  2. The goods have been specially customised for you (see note below).
  3. The products have a limited lifespan, or have gone out of date.
  4. The packing seals have been broken – where these packing seals are inherent to the saleability of the product.
8. Under clause 7 above your statutory rights otherwise are not affected.
9. If the customer fails to return the goods, Southern Liteville Centre UK reserves the right to collect the goods from the customer, at a time convenient to us, and arranged in advance with the customer.
10. Any refunds will be made within 30 days latest.

11. Refunds must be made to the same card or method as used to pay for the goods originally.
- 12.

## **Collect in Store – Special Terms and Conditions.**

1. We will advise you as soon as possible after your order of availability. Your order will not necessarily be available to collect until we have confirmed the Reserve.
2. Collect in Store and Pre-paid orders will be kept for you for one month, and then cancelled unless you advise by email otherwise – in which case we will hold the goods for a further agreed period. In this case the order will be deemed to have become a Special Order – and our Special-Order Terms and Conditions will apply.
3. Collect in Store and Pay in Store orders for items In Stock will be Reserved and kept for 7 days from Confirmation, and then returned to stock and the order cancelled.
4. If you wish to reserve these goods beyond 7 days then our “Special Order” Terms and Conditions apply (See below) and we may require a deposit from you.
5. Collect in Store and Pay in Store orders for Out Of Stock Products or Products shown by Supplier Data Feeds as available in a few days will be deemed to be a Special Order, our “Special Order” Terms and Conditions will apply, and we may require a deposit from you to order-in and reserve the goods for you.
6. We Reserve the right to refuse at our discretion any Click and Collect Orders.

## **In the Case of Special Orders, Custom Goods and Reserved Bikes or Goods.**

1. All Special Order and Custom products or goods will be itemised as such on your Invoice, or identified and agreed with you by email exchange, and we cannot accept your order until this is agreed by email.
2. If you decide to cancel the order prior to dispatch, we reserve the right to keep part or all of the payment you have made until we have recovered our costs incurred in preparing to fulfil your order.
  1. This includes non-stock goods bought to fulfil your order, restocking charges for said goods, and any reasonable costs incurred by us otherwise.
  2. If we have not incurred costs then we will fully refund any monies you have paid to us.
3. If you return Special or Custom orders, we may refuse to refund the goods, but may offer you a partial refund instead.
4. Any Reserved goods will be subject to a cancellation charge of 20% or £20, whichever is the greater. This charge applies if –
  1. the customer cancels or –
  2. The order remains uncollected and unpaid for more than ten days after the agreed Collection time.
5. The agreed Collection time will be itemised as such on your Invoice, or identified and agreed by email exchange.

## **Returns, Refunds and Claims.**

**Please Contact Us First!**

1. Please contact us before returning any goods to us, as you will need a Returns Number in order to facilitate any replacement or refund / credit. Please email us for a returns number stating reason for return, and we will advise you on the procedure to follow.

## **General Terms.**

1. All goods being returned to us by you will be at your cost, unless agreed otherwise by us beforehand. (We strongly advise that you insure the goods you are sending to their face value with your courier, as we can accept no liability, direct or indirect, for goods sent by you and lost or damaged in transit).
2. Please always contact us first in any case to resolve any query, problem or suspected fault with the goods, as contact to suppliers and manufacturers can delay the settlement of claims.

## **Notification of Damage, Losses or Non-Delivery.**

1. You must contact us in writing or by email at our address given below within five working days from the delivery to notify us of any shortages, damage or any other problem with the goods, or within 28 days of the original estimated delivery date in the case of non- delivery.
2. Failure by you to do so will mean the end of our liability in respect of the damage claimed or failure to deliver.

## **Warranty Claims and Returns.**

1. Upon return to us any warranty claim goods will be examined by us, and a decision will be taken on the validity of your claim in line with manufactures and suppliers' guidance.
2. This may involve return to the manufacturer, or manufacturers' agent or supplier for further inspection. This may cause a delay to processing your claim.
3. No goods will be replaced, returned or refunded whilst this process is undertaken.
4. If a claim is validated then the goods will be, at our option, repaired or replaced – subject to availability (If the exact part is not available you may be offered an alternative) at no charge to you.
5. If the goods are deemed as not covered by any warranties, then we will return them to you once payment has been received from you for the return postage.
6. If you do not pay for the carriage or otherwise collect the goods, they will be disposed of after two months. Should you disagree with our decision please follow our Complaints procedure. Your statutory rights are not affected.

## **Guarantees and Warranty**

1. Warranty and Guarantees are provided by the manufacturer or supplier.
2. To facilitate any claim, you may have against then you should ensure you meet their Terms and Conditions by reading any documentation that comes with the goods and completing and returning any specific warranty registrations as requested. Liteville Bikes have a warranty registration form on their website or reachable via our Southern Liteville Centre UK website.

3. Southern Liteville Centre UK can assist you with claims against manufacturers / suppliers, but can accept no liability on their part to meet their obligations to you, neither real nor claimed.
- 4.

## **Specifications of Product and Accuracy of Prices**

1. Whilst we try to keep our information and data accurate, manufactures may change specifications and prices to us without notice. Therefore, specifications and prices of any products featured on this website are subject to change without prior notice. In such cases we will contact you for further instructions before proceeding with your order.
2. We will endeavour to ensure that product images and specifications on this website are accurate. These however may alter due to manufactures changes, or may be incorrect due to human error in inputting data. In either of these events we will, as soon as any discrepancy becomes apparent to us, contact you to notify you of any variances, and to offer you the option to continue with the order, or to cancel
3. In the event of any changes or errors as set out in the above two clauses, we accept no liability for any loss claimed by the customer, direct or indirect, howsoever caused.
4. We reserve the right to withdraw without notice, and refuse to fulfil an order where an obvious pricing error has been made on our site, or Government has changed tax rates.
5. Parts supplied by us will be sent with the manufacturer's instructions included. If for whatsoever reason these are not found with the product, you must contact us prior to use of the product so that we may send or resend these to you, either by post or electronically. Do not use the product before receiving and reading these instructions as this.

## **Use of Products**

1. Always read any guidance note or user manuals before using any goods you have bought from us – failure to do so may result in loss or injury (please see point 5 in the previous section).
2. All items and products we supply to you should be used in line with the manufacturer's guidance. (Using them outside of these may void any Guarantee you may have or Warranty you may claim).
3. If you are ordering cycle parts, it is your responsibility to ensure compatibility with other parts on the cycle to which they are to be fitted. If in doubt you should seek technical assistance from a qualified cycle mechanic.
4. Southern Liteville Centre UK accepts absolutely no liability for accidents or injuries to customers incurred whilst riding bicycles supplied by Southern Liteville Centre UK (or parts supplied, fitted to their bicycle).

## **Customer Care and Complaints.**

1. Should you ever feel the need to complain, we would like to think that we can reach a satisfactory resolution with you. So, please in the first instance, contact us by telephone on 07747 413243 and request to speak with the Manager,
2. Otherwise email us at [Liteville@btconnect.com](mailto:Liteville@btconnect.com) or address your complaint in writing to: **The Manager, Southern Liteville Centre UK Snakes Harbour, Kent Street, Cowfold, West Sussex RH13 8BG**. We will endeavour to remedy your complaint as quickly as possible.

## **How to Contact Us**

1. Telephone: 07747 413243
2. Email: [Liteville@btconnect.com](mailto:Liteville@btconnect.com)
3. We will always try to get back to you as quickly as possible, but emails, faxes and messages left on our telephone system may not be answered till the next working day at the soonest.

## **Use of The Website – Other Than to Purchase Goods**

1. This website is the Copyright and intellectual property of Southern Liteville Centre UK.
2. Images and content are the property of ourselves, our licensors and suppliers.
3. You should not copy or download anything from this website except for your personal use in discovering our services and products we sell, or using the e-commerce facility. Any such material passed-on by you to another must be in its original format and unaltered.
4. Links from this website to other sites are solely for your convenience. We do not control these sites so cannot advise to the accuracy, suitability or content they contain, and can accept no liability to you for your accessing or use of these sites.
5. We aim to achieve 24/7 access to this website, but cannot guarantee this. Access may be disrupted due to server or host errors or malicious activity. In these cases, we will endeavour to resolve any outages as soon as we can.

## **Limitation of Liability and Jurisdiction**

1. Our liability is limited to the replacement refund or repair of defective goods (in line with our policies as set out above), and any additional carriage costs incurred by the customer (as agreed beforehand with us), and does not extend to any other losses or liabilities, loss or inconvenience direct, indirect or consequential howsoever caused.
2. Whilst we do our best to keep the website product prices and availability accurate, errors can occur and we can accept no liability for any loss (direct, indirect or consequential) which may arise from reliance on information contained in the Website or in respect of any error or omission, except in relation to death or personal injury caused by our negligence.
3. We can accept no liability for failure by the manufacturer, our suppliers or contractors in the supply, carriage or replacement of goods, howsoever caused, nor liability on our part caused by factors beyond our control.



4. We can accept no liability for the failure of the customer to order the correct part nor any failure or other consequence caused by incorrect fitting, modification, incompatibility or poor maintenance of parts supplied by us.
5. Parts designed for "Competition" may have a limited lifespan and reduced liability inherent in their construction, and such products will often have limited and specific guarantees, and any warranty claims will be dealt with in line with manufactures warranties.
6. Notwithstanding these clauses, nothing in these Terms and Conditions limits the rights you may have as a consumer under the law and statutory rights nor excludes our liability to you for personal injury or death resulting from our negligence.
7. Data held on by our web hosting company on our Secure Server is beyond our control, and we can accept no liability for any loss or inconvenience, either direct, indirect or consequential howsoever caused by the theft or use of this data by a third-party.
8. These Terms and Conditions are governed and construed in accordance with English law, and any legal disputes or claims arising in connection with them will be subject exclusively to jurisdiction in English Courts.

## Your Privacy

1. For specific information regarding our privacy policy, please refer to the Privacy Policy page

## Copyright

1. The material in the Website is copyright to Southern Liteville Centre UK or our content and technology providers. You are welcome to view, print and download the contents of the Website for personal use, but not for any commercial purposes or re-publication

## Company Details:

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**Company Reg number: 11806848**

**Company VAT Number: 315817796**