



# Ryan's Bike Surgery Service Subscription Plan Terms and Conditions

Should you have any queries regarding this document, please do not hesitate to contact Ryan's Bike Surgery on 01383 420777

## IMPORTANT

### PLEASE READ THIS DOCUMENT CAREFULLY

This document contains details of the Ryan's Bike Surgery Service Subscription Plan.

## 1. DEFINITIONS

- 1.1. **AGREEMENT** – means this service plan for the bicycle made between the Customer and Ryan's Bike Surgery, the terms and conditions of which are set out in this document.
- 1.2. **APPLICATION FORM** - means the Ryan's Bike Surgery Service Subscription Plan application form submitted by the Customer on the website.
- 1.3. **AGREEMENT REFERENCE NUMBER** – means the unique reference number that the Customer will receive after submitting the Application Form.
- 1.4. **CONFIRMATION STATEMENT** means the statement provided to the Customer by Ryan's Bike Surgery with the Application Form which includes details of the Plan Price.
- 1.5. **CUSTOMER** - means the person whose details appear on the Application Form.
- 1.6. **RYAN'S BIKE SURGERY** - means R&S Cycles Limited trading as Ryan's Bike Surgery, a company incorporated in Scotland (company number SC538057) and whose registered office is 8 Hope Street, Inverkeithing, Fife, KY11 1LW.
- 1.7. **BICYCLE** - means the Customer's bicycle as detailed on the Application Form.
- 1.8. **PLAN PRICE** – means total cost to the customer as set out in Appendix 1.
- 1.9. **SERVICE AND SERVICING** - means the servicing of the Bicycle in accordance with the Service Plan set out in Appendix 1, as agreed with Ryan's Bike Surgery.
- 1.10. **INITIAL FIXED TERM** – means the length of the service plan contract of 12 months starting from the date of the submission of the Application Form.

## 2. PARTIES AND COMMENCEMENT

- 2.1. This **Agreement** is between the **Customer** and **Ryan's Bike Surgery**. It shall be binding on **Ryan's Bike Surgery** and the **Customer** when it has been signed by the **Customer**. The terms and conditions of this **Agreement** cannot be altered or amended unless agreed between **Ryan's Bike Surgery** and the **Customer**.

## 3. CUSTOMER'S OBLIGATIONS

The **Customer** will:

- 3.1. Pay for the **Services** by agreed monthly payments to Ryan's Bike Surgery by direct debit. The first monthly amount shall be due on the day the **Customer** signs the **Application Form** and each subsequent payment on the same day of each subsequent month.
- 3.2. Produce to Ryan's Bike Surgery this Agreement reference number prior to each **Service** being carried out.
- 3.3. Notify **Ryan's Bike Surgery** if Your principal address or contact details, as shown on the **Application Form** changes.

## 4. RYAN'S BIKE SURGERY'S OBLIGATIONS

**Ryan's Bike Surgery** will:

- 4.1. Carry out **Servicing** as soon as is reasonably practicable after being requested to do so by the **Customer**. **Ryan's Bike Surgery** is not obliged to carry out a **Service** until the **Customer** has produced this **Agreement Reference Number** to Ryan's Bike Surgery provided that a **Service** is due and relevant monthly payments have been made.
- 4.2. Provide the **Customer** with a copy of the **Application Form** and this **Agreement**.

## 5. ASSIGNMENT

The **Customer** is not permitted to transfer this **Agreement** to any other **Bicycle** without the prior consent of **Ryan's Bike Surgery**. This **Agreement** is strictly between **Ryan's Bike Surgery** and the named **Customer** for the named **Bicycle** stated in the **Application Form**. This Agreement under no circumstances may be transferred from the **Customer** to any other person. If the **Customer** may wish to transfer the agreement to another **Bicycle** that they own they may seek permission to do so by writing to **Ryan's Bike Surgery**. **Ryan's Bike Surgery** reserve the right to refuse the transfer of this agreement and will allow transfers at their discretion. If a transfer is agreed an admin fee will be charged to the **Customer** of £15 that will be payable on the date of transfer.

## 6. TERMINATION

- 6.1. This Agreement may not be terminated by the Customer during the Initial Fixed Term.

- 6.2. This **Agreement** shall terminate on the earliest of the following events:
- (i) After the Initial Fixed Term has ended the **Agreement** will automatically be placed onto a monthly rolling contract which will be subject to all of the terms and conditions of the original **Agreement**. The **Customer** may opt out of being placed onto a monthly rolling contract, or terminate the rolling contract, by providing at least 30 days' notice in writing to **Ryan's Bike Surgery** ; or
  - (ii) If this **Agreement** is cancelled in accordance with clause 7.
- 6.3. **Ryan's Bike Surgery** shall also have the **right to terminate this Agreement** where the **Customer** is in breach of any of their obligations under this **Agreement**, including where the **Application Form** does not correctly indicate the **Customer's** bicycle type, model, or where payment has not been made.
- 6.4. On termination under clause 6.2, **Ryan's Bike Surgery** will calculate the total **Servicing** and set up fee costs (the "**Termination Price**") up to the date of termination and will supply details of the **Termination Price** to the **Customer** in writing. In the event that the **Customer** has paid less than the **Termination Price** then the **Customer** shall pay to **Ryan's Bike Surgery**, within 30 days of the termination date, a sum equivalent to the shortfall.

## 7. CANCELLATION AND COOLING OFF PERIOD

Should the **Customer** decide they no longer require this Service Plan, they can cancel and receive a full refund within 14 days of submitting the **Application Form**, providing no Service Plan claims have been made. Any promotional discounts received in relation to submitting the **Application Form** will be deducted from any refund due. If the event that the promotional discount received was more than the amount paid by the **Customer**, then the **Customer** shall pay to **Ryan's Bike Surgery** a sum equivalent to the shortfall within 30 days of the date of invoking the cooling off period cancellation.

This **Agreement** may be cancelled by or on behalf of the **Customer** by contacting **Ryan's Bike Surgery**, in the event of one of the following circumstances:

- 7.1. on the death of the **Customer**;
- 7.2. **on the theft of the Bicycle where the Bicycle is not recovered**;
- 7.3. on the **Bicycle** being declared by an insurance company to be a total loss as a result of accident damage.
- 7.4. A cancellation fee of £10.00 (including VAT) will be charged.
- 7.5. On cancellation under clause 7.1, 7.2, or 7.3 **Ryan's Bike Surgery** will calculate the total **Servicing** (the **Termination Price**) up to the date of cancellation and will supply details of the **Termination Price** to the **Customer** in writing. In the event that the **Customer** has paid more than the **Termination Price** then the excess will be refunded to the **Customer**. In the event that the **Customer** has paid less than the **Termination Price** then the **Customer** shall pay to **Ryan's Bike Surgery**, within 30 days of the termination date, a sum equivalent to the shortfall.

## 8. PERSONAL INFORMATION

- 8.1. Your personal data will be held and processed by Ryan's Bike Surgery for the purpose of administering and fulfilling this Agreement. Any of Your personal information held or processed in relation to this Agreement will be held and/or processed in accordance with the Data Protection Act 2018.
- 8.2. By submitting the **Application Form** the **Customer** agrees that **Ryan's Bike Surgery** may use personal information relating to the **Customer** which it obtains in relation to this **Agreement** for marketing and market research purposes relating to its products or services.
- 8.3. **The Customer may withdraw their consent under clause 8.2 at any time by writing to Ryan's Bike Surgery at the address stated in clause 1 (Definitions).**

## 9. PRICE PLAN CHANGES

- 9.1. The prices stated in the **Price Plan** are fixed for the **Initial Fixed Period** of this **Agreement** and will not be subject to change.
- 9.2. After the **Initial Fixed Period** has elapsed, changes to **Price Plan** costs may be made by **Ryan's Bike Surgery**. Any change to the **Price Plan** will be communicated to the **Customer** at least 30 days prior to the change being made. The **Customer** then may choose to continue with the service plan or cancel the **Agreement** as per clause 6.2.

## 10. HOW TO BOOK A SERVICE

- 10.1. Contact **Ryan's Bike Surgery** and state that you are a holder of a Service Plan Agreement. Priority booking dates will then be discussed and a suitable date will be agreed upon both by **Ryan's Bike Surgery** and the **Customer**.
- 10.2. Take Your Bicycle to **Ryan's Bike Surgery** and provide the **Agreement Reference Number** relating to the bicycle.
- 10.3. If the **Bicycle** is eligible for a service (the earlier of 3 months payments having been made or 3 months since the last service provided on this Service Plan), authorisation will be given for the service will be carried out. **Ryan's Bike Surgery** will record details of the **Service** carried out in **Ryan's Bike Surgery's** service subscription database.

**SERVICING MAY NOT COMMENCE WITHOUT PROOF OF THIS AGREEMENT.**

## 11. COMPLAINTS AND CONCILIATION

In the unlikely event of a dispute occurring, you should address any complaint to **Ryan's Bike Surgery**.