

THE LITTLE BIKE COMPANY LIMITED

TERMS AND CONDITIONS OF SALE

1. These terms

1.1 What these terms cover. The Little Bike Company Limited is the authorised distributor of woom bikes in the UK. These are the terms and conditions on which we supply products to you in accordance with your order on the UK woom website at www.woom.com/en_GB/

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are The Little Bike Company Limited a company registered in England and Wales (company registration number 08124095).

2.2 How to contact us. You can contact us by telephoning our customer service team at 01442 872 123 or by writing to us at woom@littlebike.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our products

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

5. Our rights to make changes

5.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements in force in the United Kingdom at the time; and
- (b) to implement minor technical adjustments and improvements, for example to address a fault.

6. Providing the products

6.1 Delivery costs. The costs of delivery will be as displayed to you on our website, or we shall update you at the time we receive your order, if it is likely that additional freight or shipping costs shall apply.

6.2 When we will provide the products. We will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

6.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 6.4 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours as set out on our website (excluding public holidays).
- 6.5 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 6.6 When you own goods.** You own a product which is goods once we have received payment in full.
- 6.7 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes; or
 - (b) update the product to reflect changes in relevant laws and regulatory requirements.
- 6.8 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than one month we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month from the delivery date and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7. Your rights to end the contract**
- 7.1 You can end your contract with us.** Your rights when you end the contract will depend whether there is anything wrong with the product, if you change your mind and how we are performing.
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), see clause 10;
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 7.2;
 - (c) **If you have just changed your mind about the product**, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming significant change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 Our goodwill guarantee for consumers. Please note, these terms reflect the goodwill guarantee offered by The Little Bike Company Limited to its UK consumer customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 10.1):

Right under the Consumer Contracts Regulations 2013	How our goodwill guarantee is more generous
14 day period to change your mind.	30 day period to change your mind.
Consumer to pay costs of return.	We pay the costs of return for bikes. We also shall pay the costs of return for clothing and accessories which are faulty or misdescribed.

7.5 How long do you have to change your mind? You have 30 days after the day you (or someone you nominate) receives the products :

- (i) **Your products are split into several deliveries over different days.**
In this case you have until 30 days after the day you (or someone you nominate) receives the last delivery.

8. How to end the contract with us (including if you have changed your mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01442 872 123 or email us at woom@littlebike.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, or allow us to collect them from you. Please call customer services on 01442 872 123 or email us at woom@littlebike.co.uk to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) if you are a consumer exercising your right to change your mind and you purchased a bike from us, you can return the bike to us using our nominated carrier.

In all other circumstances you must pay the costs of return.

8.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection, which we shall confirm to you by email.

8.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 8.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. Your rights in respect of defective products

10.1 As you are purchasing the products as a consumer we are under a legal duty to supply products that are in conformity with this contract.

10.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, or

allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01442 872 123 or email us at woom@littlebike.co.uk to arrange collection.

11. Price and payment

11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause **11.3** for what happens if there is an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.4 When you must pay and how you must pay. We accept payment by the payment methods listed on the website. [You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

11.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know.

12. Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the

contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

12.3 We are not liable for business losses. We only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1 How we will use your personal information. We will only use your personal information as set out in our privacy policy.

14. Other important terms

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee at clause 7.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item.

14.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 14.2 in respect of our

guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

- 14.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.