

LEGAL NOTICE

OUR LEGAL CONTRACT

These Terms and Conditions govern the supply of goods sold by Adventure Bikes Ltd.

1.2 When you place an order or purchase goods from us—whether in-store, by phone, through our website, or by any other approved method—you agree to these Terms and Conditions. A legally binding contract is formed between you and us when we accept your order, either by delivering the goods to you or by making them available for pickup at our trade counter.

1.3 Processing your payment and acknowledging your order—such as sending you an email to confirm that your order is being processed—does not mean your order has been legally accepted.

1.4 If you receive a defective or incorrect product, please let us know within 7 days of receiving it. You are entitled to a full refund or exchange if the item is returned within 30 days. After this 30-day period, we may consider a repair or exchange at our discretion.

BICYCLE SHIPPING AND ASSEMBLY

1.5. Mail-order cycles from Adventure Bikes Ltd may not be fully assembled due to size limitations for shipping. All full-sized bikes are thoroughly built and inspected before being disassembled for packaging. Some assembly will be necessary for parts such as the pedals, front wheel, seat post, handlebar, and stem. While the gears are set up before shipping, they may become misaligned during transit. If the gears require realignment, we recommend having this done by a qualified cycle mechanic. Alternatively, we can guide you through the gear setup process.

Single-speed children's bikes and BMX bikes may be shipped by Adventure Bikes

Ltd as they are received from the manufacturer during peak times, and customer assembly will be needed in these cases.

Please note that assembly tools may not be included, and some bikes may not come with pedals. Adventure Bikes Ltd cannot cover any costs related to assembly. If you have questions about how to assemble your bike, please call our mechanics for aid by calling Adventure Bikes Ltd.

CYCLE TO WORK QUOTES & PURCHASES

1.6 In certain cases, a surcharge may apply when processing cycle-to-work vouchers. Please see below for details on the processing fees associated with different voucher schemes:

Bike 2 Work: Standard 5% charge; 10% charge for orders with sale bikes.

Cycle Solutions: Standard 5% charge; 10% charge for orders with sale bikes.

Cycle scheme: 5% surcharge for orders with sale bikes.

Green Commute Initiative: 5% surcharge for orders with sale bikes.

Halfords/Cycle2Work – Collect in Store Only: Standard 10% charge; 15% charge for orders with sale bikes. VIVUP: Standard 5% charge; 10% charge for orders with sale bikes.

CREDIT CARD SECURITY

1.7. We take the security of your information very seriously and have implemented extensive measures to ensure your transactions are secure. All your personal and account details are stored on a secure web server. When you place your order, you will be directed to a secure server—look for the locked padlock symbol in the status bar of your internet browser to confirm this.

COOKIES

1.8. As part of the online ordering process, this website uses session cookies to record the contents of your shopping cart and track your order through our system. A cookie is a small text file stored on your computer or device containing information. None of the cookies set on this website hold personal data or identifiable information that could compromise your privacy or security. While you can disable cookies through your web browser settings, doing so will prevent you from completing purchases on our site.

Additionally, cookies may be used for analytical purposes to help improve our website. This can include gathering information about your browser, operating system, domain name, IP address, and website usage.

SECURITY CHECKS

1.9. To prevent fraud, your order will undergo a security screening process. This includes checks through 3rd Man, Gatekeeper, PayPal's Seller Protection, and Experian Check ID/Prove ID. Please note that your order information may be shared with a credit reference agency for identity verification purposes and that agency may keep a record of this information.

DELIVERY TO BILLING/CARD REGISTERED ADDRESS

2.0 Peak Action Ltd is willing to deliver to an alternative address, but this will be done at our discretion. While we understand this may not always be the most convenient choice, we take online fraud seriously and have implemented these measures to safeguard against it. Although some competitors may ship orders to non-registered addresses (such as work addresses), our security procedures protect our customers

and Peak Action Ltd from fraudulent transactions.

Please note that international orders can only be shipped to the billing address.

CHANGE OF INFORMATION

2.1. Your customer account information is especially important to us, and we do not share this information with any third parties. If you need to amend or update your account details, please email us your existing information and the changes you'd like to make. You will receive an email confirmation once the update is processed.

Alternatively, you can call Adventure Bikes Ltd to speak with a member of our web sales team for aid.

INTERNET FRAUD

2.2 Adventure Bikes Ltd is committed to fraud prevention and has implemented stringent anti-fraud measures. Relevant authorities in the country where the order was placed will be notified, and we will pursue prosecution for all fraudulent orders.

PRICING

2.3 All prices and information are correct, except in cases of genuine error. However, due to market fluctuations, a small percentage of products may still reflect outdated pricing, which could be either higher or lower than the currently advertised price. We strive to update these prices before posting, but occasionally, an incorrect price may still appear. Acceptance of all online orders occurs upon dispatch.

Adventure Bikes Ltd is unable to refund any differences in ticket prices if the amount paid matches what is advertised on the website.

PAYMENT

2.4. We accept all major debit and credit cards, including Visa, MasterCard, Switch, Solo, Delta, and Visa Electron. Please note that Switch cards are limited to a maximum purchase of £100. Unfortunately, we are unable to accept American Express until further notice, and we apologise for any inconvenience this may cause. We also accept cheques and sterling postal orders for the value of your order. Please make these payments payable to Adventure Bikes Ltd and send them to the branch. For further details, feel free to call us. Additionally, we offer a variety of flexible finance packages. Please visit our Finance Deals page for more information.

Adventure Bikes Ltd is an Introducer Appointed Representative of Social Money Limited t/a Payl8r, who is authorised and regulated by the Financial Conduct Authority under reference number 675283. Credit is subject to creditworthiness and affordability assessments. Missed payments may affect your credit file, future borrowing and may incur fees. Representative Example: £440.00 over 12 months at 2.50% fixed per month. Rep APR 65.5%. Monthly: £47.67. Total repayable: £572.04. 0% interest rate applies only where the loan is repaid in full within 30 days.

VAT

2.5. Whether VAT applies to your order depends on your selected delivery destination. If VAT is not applicable, it will be deducted from your order before your card is charged. Please be aware that your location may subject you to import, state, local, or other taxes, which are your sole responsibility. It's important to provide your billing address exactly as it appears on your credit card statement.

Adventure Bikes Ltd uses an address verification system to ensure billing addresses

are correct. Orders with incorrect details will not be processed. However, orders from British Forces serving overseas will be processed if the destination is a BFPO address.

ORDER CONFIRMATION

2.6. You will receive an automated email confirmation when you place your order online. Please note that this email does not form acceptance of your order; acceptance occurs upon dispatch. If we have any questions about your order, we will reach out to you via email or telephone.

DISCLAIMER

2.7. Adventure Bikes Ltd reserves the right to change any content on this website without prior notice. Manufacturers may also make component changes without notification. While we strive to represent all products accurately, images and specifications may vary from the actual items purchased and should be considered as a guide only. Specifications may differ between countries.

Exclusive offers and reduced items are limited to one per customer and are available on a first-come, first-served basis. Adventure Bikes Ltd and any parties involved in providing this site are not liable for any direct, indirect, incidental, consequential, or punitive damages resulting from accessing or using it. Additionally, Adventure Bikes Ltd assumes no responsibility for any damages or viruses that may affect your computer equipment or other property because of accessing this website.

MARKETING

2.8. After your first order, Adventure Bikes Ltd may send you emails notifying of

exclusive offers and updates to the site. Each email will include an option to opt out of this service if you prefer not to receive further communications.

ELECTRIC SCOOTER LEGAL REQUIREMENT

2.9. It is illegal to use electric scooters in the UK on footpaths, cycle lanes or roads. It is the sole responsibility of the customer to ensure you use your electric scooter within all country and local laws. The customer assumes all liability and risk associated with the use of electric scooter products and holds Peak Action Ltd and its owners free from any liability caused by their use.

When riding an electric scooter on private land, always seek the landowner's permission and ride safely, considering those around you. We strongly advise wearing a helmet as a minimum safety requirement and ride within your limits.

PRICE MATCHING

3.0. We understand that price is important, so we regularly price-check our competitors to make sure we have the best offers available. We recognise that we will not always be the cheapest, so if you see the same product cheaper than any of our competitors, then please get in touch, and we will do our best to match any reasonably advertised price.

Our Price Match conditions:

3.1. The item must be in stock and available for immediate delivery from both us and our competitor.

We can only price-match identical items, including make, model, size, and colour.

The comparison value includes all delivery charges.

We will only consider prices matching the current advertised prices, including any delivery charges and excluding personal or membership discounts.

Price matching cannot be used in conjunction with any other offer or voucher code. In some cases, we may not be able to offer 0% APR finance alongside a price match.

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Cycle to Work vouchers may not be accepted as part of a price match, or a surcharge may apply.

We only match prices from authorised UK-based brand sellers who offer genuine products and comparable services; we do not price match against third-party or auction websites.

*While we strive to price match whenever possible, there may be instances where it is simply uneconomical. In such cases, we will do our best to get as close as we can.

COMPLAINTS PROCEDURE

3.2. At Adventure Bikes Ltd, our goal is to provide you with the highest standards of service. However, we understand that there may be times when you have concerns or are not satisfied with the service you've received. If this occurs, we encourage you to contact us so we can address the issue and help prevent similar situations in the future.

Our Complaints Procedure outlines how to raise a complaint with us and how we will handle it. We believe that most complaints are best resolved informally by the staff or management responsible for the issue, but we will ensure that all complaints are recorded, checked, and addressed appropriately.

You can submit your complaint by emailing us at complaints@adventure-bikes.co.uk or by writing to us at the address below:

Unit 28c Chatsworth Road, Rowsley,
Matlock, DE4 2JE

We will always acknowledge receipt of any written complaint within three working days. Following a full investigation, we will endeavour to ensure the issue is resolved within 2 weeks. Should we be unable to complete our investigations by then we will provide you with an update on progress.

VULNERABLE CUSTOMER POLICY

3.3. Purpose

The purpose of this policy is to ensure that the operations of Adventure Bikes Ltd do not adversely affect vulnerable customers. For this policy, “vulnerable customers” refers to those whose circumstances necessitate extra precautions in how we sell our products and provide services, ensuring they are not disadvantaged in any way.

Identifying a Vulnerable Customer

Identifying a vulnerable customer can be challenging, particularly during phone interactions, as we cannot see non-verbal cues such as body language and facial expressions. Therefore, it is crucial to listen attentively and recognise indicators that a customer may need additional support.

Typical signs during phone conversations include:

Difficulty hearing or understanding the information provided.

Repeated questions of a similar nature.

Inconsistent comments or answers suggest a lack of understanding.

Verbal indications that they don't comprehend the information or need assistance from someone else.

In face-to-face interactions, the same characteristics may be present, with body language and facial expressions providing additional context.

Engaging with a Vulnerable Customer

Being vulnerable does not mean a customer is unsuitable for our products and services. When we suspect we are engaging with a vulnerable customer, we should promptly document this and follow our policy. When communicating with a vulnerable customer, we should:

Give them extra opportunities to ask questions.

Continuously check that they understand the information given.

Inquire if someone is accompanying them who can assist and offer the option to have a family member or friend present during the discussion.

Allow time for further consideration before completing the transaction.

What is Mental Capacity?

Mental ability refers to a person's ability to make decisions. It encompasses their ability to understand, remember, and weigh relevant information and to communicate their decisions. Limitations in mental roles may arise from impairments or disturbances affecting the functioning of the mind or brain.

Making Decisions

Mental ability is always assessed in relation to a specific decision at a specific time.

We should take steps to determine whether the customer can understand, remember, and evaluate the information about our products and services to make an informed decision.

Common potential causes of mental ability limitations include (but are not limited to):

Mental health conditions

Dementia

Learning disabilities

Developmental disorders

Neuro-disabilities or brain injuries

A customer may have one or more of these conditions without necessarily lacking the mental capacity to make informed decisions. Presuming a lack of capacity based solely on these conditions could constitute disability discrimination under the Equality Act 2010.

It is important to note that financial literacy is distinct from mental ability. While we may struggle to differentiate between the two, limitations in mental capacity involve some impairment of cognitive function. There will be limited situations where we have substantial evidence of such impairments, and in the absence of unmistakable evidence, we should proactively assess a customer's mental capacity.

If a customer shows a potential mental capacity limitation affecting their decision-making ability, this should not automatically exclude them from accessing the product or service they seek. Instead, it should prompt us to consider reasonable adjustments to our processes to ensure fair treatment and a positive outcome for the customer.