



# TERMS & CONDITIONS

## Overview

This website is operated by The Bike Supply Drop Company. Throughout the site, the terms “we”, “us” and “our” refer to The Bike Supply Drop Company. The Bike Supply Drop Company offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## **Registration and Membership**

Monthly deliveries of your The Bike Supply Drop Company subscription boxes are dispatched to the address you provide during the checkout process. You may receive emails regarding your account or promotions, including third party offers. No minimum term applies and you can cancel your membership at any time through your account, or by contacting us using our contact form or at our Facebook page.

## **Billing and Payments**

By starting your The Bike Supply Drop Company subscription and providing or designating a payment method, you authorise us to charge you on a recurring monthly subscription fee at the then current rate. We reserve the right to adjust pricing for our subscriptions in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms and Conditions, any price changes to your subscription will take effect following email notice to you.

The dispatch of subscriptions for payments made after the 24th of each month will be delivered after the 1st of the month after next. As an example, a payment made on the 26th of September will receive their package during the first week of November. If a payment fails and is reprocessed, we aim to have all late payment subscriptions dispatched by the 3rd week of the month.

## **As a Member, you agree to the following Terms:**

You must provide us and keep us up to date with accurate contact and payment information, including name, shipping address, and credit or debit card number. We save your payment information for ease of future shipments and charges. All such personal information is subject to the Privacy Policy. You are responsible for any fees or charges your issuing bank or credit card provider may charge you. If your payment to us is returned for any reason, we may bill your account again directly and seek payment by another method including a mailed statement. Any account changes made after the payment date / cut-off date should not be expected to reflect on the subscription until the following shipping period.

The Signup / Renewal Cut Off date is the twenty fourth (24th) of every month. This date is subject to change, any change will be reflected here in the Terms and Conditions.

The dispatch date will be within 5 working days of the first (1st) day of every month. Where this falls on a bank holiday or weekend, boxes will be dispatched on the next working day.

In an effort to get deliveries to our subscribers as soon as possible, we begin processing shipments on the cut off date. As a result, all address updates must be made within 48 hours prior to the subscription renewal date (see "Your Subscription Contract" below for renewal date information) to ensure they are correctly reflected on your shipment. Our shipping service does not include the forwarding with your mail to an updated address. Any forwarding fees incurred will not be reimbursed or credited to your subscription.

### **Returns**

Refunds for returns will be limited to the product price only and will not include shipping and handling costs incurred at the time of purchase. Unless faulty, we are only able to accept returns for items which are unopened and unworn.

### **Your Subscription**

By purchasing any subscription, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Your subscription will be automatically extended for successive periods, at the then-current subscription rate.

All subscriptions will renew automatically thirty (30) days after the original subscription sign up date. If you cancel, you may use your subscription until the end of your then-current subscription term. We may submit periodic charges (e.g., monthly) without further authorisation from you, until you provide prior notice that you have terminated this authorisation or wish to change your payment method within the 48-hour notice requirement.

### **Cancellations**

To cancel your subscription at any time, you must email us at [members@supplydrop.bike](mailto:members@supplydrop.bike) at least 48 hours prior to your next scheduled payment. Please note, we are unable to accept cancellation requests via Facebook, Instagram, Twitter or any other platform or medium.

If you cancel your subscription, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. We reserve the right to revoke

your subscription at any time. Returns with the request of a refund will be refunded the paid for subscription cost minus the shipping and is at the discretion of customer support. Membership is void where prohibited by law.

When you request your cancellation you must also confirm your shipping address for security reasons then we can start the cancellation process, if you leave this out of your initial cancelation email we may email you requesting this before we can process the cancellation

### **Product Information; Limitation on Quantities**

Excluding any user submitted information, we strive to ensure that the information on the Site is complete and reliable. Certain information may contain pricing errors, typographical errors and other errors or inaccuracies which we may correct without liability. We also reserve the right to limit quantities purchased by Members and to revise, suspend, or terminate an event or promotion at any time without notice (including after an order has been submitted and/or acknowledged). We do not guarantee that all products described on our Site will be available.

### **Risk of Loss**

Any merchandise purchased from our Site will be shipped by a third party carrier. As a result, title and risk of loss or damage for such merchandise will pass to you upon our delivery to the carrier. All missing or damaged shipments or items must be reported within 14 days of shipping to qualify for a replacement or refund based on product availability. If the product is available, a replacement will be shipped and a refund will not be issued or considered.

Damaged items must be reported and include a photo in the communication. Damaged items will be reviewed by the support agent and a replacement will be issued only for damaged products and does not cover or include packaging of said item. Blemishes to packaging will not be considered as part of a damaged item. All refunds will be at the discretion of customer support.

### **Discount Codes**

Except as may be explicitly permitted through this site, you agree not to sell, license, rent, lease, modify, distribute, copy, reproduce, publicly display, publish, transfer, edit, catalogue, aggregate, or create derivative works from discount codes received on or from this site.

The availability of discount codes is subject to change at any time. Please refer to the terms and conditions of the individual discount code. We reserve the right to refuse or cancel the use of any discount code, even after check out.

### **Online Terms**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **General Conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **Accuracy, Completeness and Timeliness of Information**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more

accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **Modifications to the Service and Prices**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **Products and Services**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **Accuracy of Billing and Account Information**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

### **Optional Tools**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### **Third Party Links**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **Comments, Feedback and Other User Submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy.



### **Errors, Inaccuracies and Omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **Disclaimer of Warranties; Limitation of Liability**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall The Bike Supply Drop Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Indemnification**

You agree to indemnify, defend and hold harmless The Bike Supply Drop Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these

Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### **Governing Law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United Kingdom. For specific legislation and for more detailed regulations go to: [www.legislation.gov.uk](http://www.legislation.gov.uk).

### **Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **Contact Information**

For any questions regarding these Terms and Conditions, please contact us using our contact form.

### **Free or Discounted Offers General Terms**

Free or discounted introductory offers are only available to new users of the website. Except where expressly stated, previous users or members of the website do not qualify for an additional special offer.

Except where otherwise stated, discounts and credits are available only once to any one person.

Except where otherwise stated, discounts and credits cannot be used in conjunction with any other offers.

You must have internet access and valid payment details to redeem a free or discounted offer.

You will be charged the full price for boxes after your free or discounted offer. We will continue to bill you by your chosen payment method for the The Bike Supply Drop Company Ltd service until you cancel scheduled boxes.

### **MUCOFFCOVID Offer**

This offer entitles the bearer to £2.00 off the monthly subscription excluding the cost of postage and packaging when joining The Bike Supply Drop Company. This discount code can be used maximum once per customer, and maximum twice per household. By entering the code MUCOFFCOVID at checkout, the 'Muc-Off Essentials' Package price will be reduced to £14.99 per month, plus the cost of postage and packaging.

## **Gifting**

Delivery of The Bike Supply Drop Company can only currently be made to a UK location (excluding the Republic of Ireland).

Gift vouchers cannot be used in conjunction with any other promotion or offer.

Gift vouchers cannot be returned or exchanged. There will be no credits or refunds given for any unused portion of a gift voucher.

Gift vouchers can only be applied to new accounts.

The Bike Supply Drop Company are not responsible for any gift vouchers which may be lost or stolen.

Gift vouchers are valid for redemption for up to 12 months from the purchase date.

## **Loyalty Boxes**

Subscribers who have been a member for 12 consecutive months will receive a Loyalty gift which will be received on the 13th month of subscription.

The loyalty gift is subject to change and none exchangeable. If you believe you should have received a loyalty gift but haven't, please contact us at [members@supplydrop.bike](mailto:members@supplydrop.bike)

## **\*GENERAL TERMS AND CONDITIONS FOR COMPETITIONS**

1. These terms and conditions apply to all competitions (unless and to the extent that) the competition states otherwise.
2. The winner is responsible for ensuring they are able to accept the prize as set out and in accordance with these terms and conditions, in the event they are unable to do so then the Promoter reserves the right to redraw the prize.
3. Entrants should be aware that they may be subject to data charges depending on their own individual arrangements for Internet access.

4. An eligible entrant must be an individual, must enter on their own behalf, and must submit an entry in the form requested by the Promoter under this promotion including their name, address and email address.

5. By entering, all eligible entrants agree to abide by each and all these terms and conditions. Misrepresentative or fraudulent entries will invalidate an entry. Where a competition involves a voting process: offering or receiving any incentive for voting is not permitted and will invalidate the vote, and may disqualify the recipient of the vote. The Promoter reserves the right, with or without cause, to exclude entrants and withhold prizes for violating any of these terms and conditions. The Promoter reserves the right to amend these terms and conditions. Any amendments will be published on the Website.

6. The Promoter reserves the right to publish entries (including parts of entries) other than the winning entry and publication does not necessarily mean the entrant has won a prize.

7. Entrants will retain copyright in their submitted entries, however, by entering, all entrants licence the Promoter a worldwide royalty-free perpetual licence to edit, publish and use each entry in any and all media (including print and online) for publicity and news purposes. The Promoter reserves the right to publish entries (including parts of entries) although publication does not necessarily mean the entrant has won a prize.

8. There is no cash or other alternative to the prize stated and the prize is not transferable and no part or parts of the prize may be substituted for other benefits, items or additions.

9. Winners may be required to submit valid identification before receiving their prize.

10. The Editor's decision is final and binding on the entrants. No correspondence will be entered into.

11. The Promoter will not be liable for technical, hardware, or software failures of any kind or lost or unavailable network connections that may limit or prohibit an eligible entrant's ability to participate in the competition. Other than death or personal injury arising from the acts or omissions of the Promoter or its employees, the Promoter will not be liable for any loss or damage arising out of the winner's (or their guest's) enjoyment of the prize.

12. By entering, any subsequent prize winners agree to allow the free use of their names, photographs and general locations for publicity and news purposes during this and future promotions by the Promoter or any associated company of The Bike Supply Drop Company Limited.

13. Uses of personal data received by the Promoter in the course of the promotion are subject to the privacy policy found on the Promoter's website (the "Website"). Winners' names may be published on the Website.

14. Completion and submission of a registration slip or email will be deemed acceptance of these terms and conditions.

15. The Promoter reserves the right at any time to cancel, modify or supersede the competition (including altering prizes) if, in our sole discretion, a competition is not capable of being conducted as specified. The Promoter reserves the right to substitute a prize of equal value in the event that circumstances beyond their control make this unavoidable.

16. For a list of winners please send a stamped envelope to The Bike Supply Drop Company Limited, 13 Hazeldene, Chieveley, Berkshire, RG20 8UP stating for which competition you would like winners' details.

17. Competition rules published in publications of the Promoter (including social media if applicable) or on the Website form part of these rules.

18. Mystery Box Terms. Mystery boxes will be made available from time to time and will contain a random selection of goods. Due to the nature of these boxes, we are unable to exchange in the event that you may have received a particular item/ design in the past.