



## **Terms and conditions**

These terms and conditions, together with our privacy & cookie policy shall govern your use of our website. By visiting our site [this-is-cambridge.com](http://this-is-cambridge.com) you are accepting and consenting to the practices described in this policy. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

### **Copyright / Intellectual property rights**

Usage of the TIC CC Ltd website [this-is-cambridge.com](http://this-is-cambridge.com) grants you no rights to any copyright or intellectual property rights relating to the content of the site. All copyright is protected under national and international law. Any site content can only be reproduced or distributed with express permission from TIC CC Ltd.

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### **Website usage**

You may only use our website for your own personal purposes, and you must not use our website for any other purposes.

Unless you own or control the relevant rights in the material, you must not: republish material from our website (including republication on another website); sell, rent or sub-license material from our website; show any material from our website in public; exploit material from our website for a commercial purpose; or redistribute material from our website.

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access

restriction measures on our website.

### **Acceptable use**

You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or

You must not use data collected from our website to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

### **Limited warranties**

We do not warrant or represent: the completeness or accuracy of the information published on our website; that the material on the website is up to date; or that the website or any service on the website will remain available. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **Breaches of these terms and conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may permanently prohibit you from accessing our website and block computers using your IP address from accessing our website, or commence legal action against you, whether for breach of contract or otherwise.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **Sales terms**

These terms and conditions shall govern the sale and purchase of products through our website. By purchasing products on our website you agree to these terms and conditions. This does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

## **Interpretation**

In these terms and conditions: "we" means *TIC CC Ltd* and "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.

## **Order process**

To enter into a contract through our website to purchase products from us, the following steps must be taken: You must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; if you are a new customer, you can then create an account with us and log in or check out as a guest; if you are an existing account customer, you must enter your login details; once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our

payment service provider will handle your payment; we will then send you an order confirmation (at which point your order will become a binding contract). You will have the opportunity to identify and correct input errors prior to making your order in your shopping basket before you proceed to payment.

### **Products**

We offer performance cycling apparel. We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product. We offer 30 days guarantee for all products.

### **Prices**

Our prices are quoted on our website. We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force. All amounts stated in these terms and conditions or on our website are stated inclusive of VAT if you are purchasing from the UK or EEC region, and are exclusive of VAT for all other regions outside the EEC region. It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force. In addition to the price of the products, you may have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

Please note all orders are shipped from the UK. It is the customers responsibility to pay any import related charges for receiving your purchase. Import duties and taxes may be applied by your local authority. It is a legal requirement that we declare the full transaction value of the contents of all packages.

### **Payments**

You must, during the checkout process, pay the prices of the products you order. Payments may be made by paypal or credit / debit card. We also accept bank transfer, if paypal or card payment is not possible. If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we

may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request: an amount equal to the amount of the charge-back; all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer).

### **Deliveries**

Our policies and procedures relating to the delivery of products are set out in our delivery section. We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process. The delivery times will depend on the delivery service you select and is the sole responsibility of the mailing / courier company. We do guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched usually within 3 working days, but no later than 7 working days following the later of receipt of payment and the date of the order confirmation.

### **Order cancellation / distance selling regulation**

You may cancel your order (without giving any reason for your withdrawal or cancellation) at any time within 14 on which the products come into your physical possession. To withdraw cancel an order please send an email to [info@this-is-cambridge.com](mailto:info@this-is-cambridge.com) quoting your order number, we will then provide you information where to return your goods to. You must send the products back to us in an unused and unworn condition, with the original product tags without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. You must pay the direct cost of returning the products.

You will receive a full refund of the amount you paid to us in respect of the order including the costs of

delivery to you, except if you chose a kind of delivery costing more than the least expensive kind of delivery that we offer, we reserve the right to retain the difference in cost between the kind of delivery you chose and the least expensive kind of delivery that we offer.

We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund. We will process a refund within the period of 14 days after the day on which we receive the returned products. If we have not sent the products to you at the time of withdrawal or cancellation, we will process a refund due to you without undue delay and, in any case, within the period of 7 days after the day on which we are informed of the withdrawal or cancellation.

### **Warranties and representations**

You warrant and represent to us that you are legally capable of entering into binding contracts; have full authority, power and capacity to agree to these terms and conditions; all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and you will be able to take delivery of the products in accordance with these terms and conditions.

We warrant to you that: we have the right to sell the products that you buy; the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions; you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions; the products you buy will correspond to any description published on our website; and the products you buy will be of satisfactory quality.

All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law, all other warranties and representations are expressly excluded.

### **Limitations and exclusions of liability**

Nothing in these terms and conditions will: (a) limit or exclude any liability for death or personal injury resulting from negligence; (b) limit or exclude any liability for fraud or fraudulent misrepresentation; (c) limit any liabilities in any way that is not permitted under applicable law; or (d) exclude any liabilities that may not be excluded under applicable law. The limitations and exclusions of liability set in these terms and conditions govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

### **Variation**

We may revise these terms and conditions from time to time by publishing a new version on our website. A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

### **No waivers**

No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any

other breach of that provision or any breach of any other provision of that contract.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

### **Law and jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law.

Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

### **Statutory and regulatory disclosures**

We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

### **Our details**

This website is owned and operated by TIC CC Ltd. We are registered in England and Wales under registration number 10678223 and our registered office address is 18 The Croft, Fulbourn, CB21 5DR, UK. You can contact us via [info@this-is-cambridge.com](mailto:info@this-is-cambridge.com).

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*(last updated May 2018)*