

**3 PAGES**

**1) Note:**

**These Terms and Conditions supersede any other terms, conditions - written, verbal or published in any way that may have existed prior to 29 June 2022.**

**2) Definitions:** Within the following, the Vendor shall mean Blackheath Developments Ltd, trading as Velosta. The Purchaser shall mean that person engaging as a customer with the Vendor, in the process of obtaining Vehicle(s) which they will ride or permit others to ride, parts or services therefore. The Base Address shall be 2 Wicklemarsh Road, London SE3 0NF. The Vehicle(s) shall be those vehicles subject to purchase from the Vendor or those Vehicles for which parts or service are obtained by the Purchaser.

**3) Payment:** Full payment of the total price that is quoted on the website: [https:// www.velosta.co.uk](https://www.velosta.co.uk) or other selling medium authorised by the Vendor is required as cleared funds into the Vendor's bank account or card payment processor or PayPal payment system before a Vehicle can be supplied by the Vendor. Delivery will only be proceeded with on receipt of the full balance. Payment for items other than Vehicles

- ie parts, extended/enhanced warranties and other items will be paid for in full with cleared funds into the Vendor's bank account or card payment processor or PayPal payment system before collection/delivery/commencement of services.

The Vendor reserves the right to make extra charges where unforeseen expense, such as (but not limited to) effects of exchange rate fluctuation, increase in transport expenses etc, is incurred in the process of procuring the Vehicle for the Purchaser. In the event that the Vendor's supplier is unable to supply any Vehicle, the Vendor will accept no liability for being unable to supply it on to the Purchaser and furthermore will not be held to any maximum delivery period even where quoted in writing.

**4) Specification of Vehicle(s)** is subject to change and the Vendor is not responsible for this (but will endeavour in good faith and without prejudice to supply a similar item to those illustrated in owned media).

**5) Delivery times:** As a guide the current waiting time from receipt of deposit funds and delivery/collection of a Vehicle (subject to payment of balance as described herein) is approximately two weeks. We cannot state with accuracy the delivery times for Highlands and Islands of the UK, nor Northern Ireland or the Republic of Ireland and will not be responsible for delays beyond two weeks. Vehicles with additional options may require up to an additional two weeks wait before delivery/collection, as this is fitted post-production. Unless otherwise agreed the Purchaser agrees to be available for delivery according to the delivery time agreed with the transport company. Redelivery in the event of non attendance at a scheduled delivery will be arranged at extra cost to the Purchaser. Undelivered Vehicles will incur storage charges based on market rates. Fully built home deliveries are available within M25 and Kent only at additional cost and the same time frames apply.

**6) Servicing:** Servicing is not mandatory but is highly recommended no less than annually. The battery and drive system are sealed by the manufacturer and the battery is expected to have a life (holding at least 40% charge) of no less than two years and the drive system no less than three years.

(The warranty outlined below is for a shorter period due to usage style being beyond the control of the Vendor). Servicing should be carried out on the tradition mechanical parts familiar to a technician.

**7) Warranty:** The Vendor will guarantee the Vehicle(s) frame, motor and controller for two years from date of purchase (excluding submersion damage). The metal frame should not fail in that time. This covers welded joints, tubing and axle carrying parts. This does not cover accidental damage or corrosion. The battery is guaranteed for twelve months from the date of purchase. That means that the battery should charge to at least 80 percent of its capacity for twelve months. The Vendor will replace any battery that is found to be faulty a maximum of once, free of charge during this period. The LCD display and other parts are guaranteed for one year from date of purchase. The Vendor will also repair or replace, at the Vendor's discretion, any bike that is 'dead on arrival' - which means that despite charging the battery before use - and after having attempted to operate the bike with advice from the Vendor, the bike fails to operate at all, or operates incorrectly. This includes any running gear faults. Bikes are inspected before delivery. Paintwork and finish should be free from faults outside of accepted quality variations (see section 'Quality Expectations' below) but any problem should be notified on arrival. Having investigated, the Vendor will either repair, replace or offer a settlement in this case at the Vendor's discretion. Any failure or damage found on arrival with the Purchaser, must be notified to the Vendor within 48 hours of receiving the delivery. The Vendor cannot be responsible for the way in which the bike is operated, the Vendor cannot be responsible for failures outside of the battery and frame beyond the initial 48 hour period. Any repairs or parts provided will be at the discretion of the Vendor after this time. Any bike returns must be agreed by the Vendor in advance. A return number will be issued that must be clearly affixed to the original shipping box. The cost of delivering a return must be agreed in advance between the Purchaser and the Vendor. Any boxes that arrive at any of our addresses without a returns number risks being being lost and potentially being disposed of and we cannot accept any responsibility for this. The Vendor shall in no way be liable for parts, labour, recovery, remedial work to any part of the Vehicle (including bodywork corrosion) or any further costs associated with the Vehicle after 48 hours of delivery to the Purchaser, save for the warranty as above. Any request for work to be carried out to the Vehicle must be agreed on a discretionary basis with the Vendor and work should be undertaken by a local, independent service provider.

The Purchaser must obtain consent from the Vendor to initiate works prior to engaging any mechanic or tradesperson.

**8) Returns:** Any returns must be agreed in advance by the Vendor. The Vehicle(s) must be returned at the Purchasers expense unless otherwise agreed within 14 days of agreement and carriage must be insured for the value of the Vehicle. The Purchaser is entirely responsible for the Vehicle(s) being transported until received and a proof of delivery can be provided showing that the Vendor has received it. Unsigned for deliveries will not be accepted by the Vendor as proof of delivery and the Purchaser agrees to lift all responsibility from the Vendor in this event. Any returned Vehicle(s) will be inspected and any damage will be valued and deducted from the refund value, including £2 per mile ridden (subject to fluctuation without notice). If the returned vehicle(s) is not in a marketable condition through neglect, the return will be rejected and the Purchaser will be liable for cost of any return to them or disposal. No initiation of returns outside of agreement in advance is accepted, nor will any refund be made. Vehicle(s) received without agreement to return in advance will not be refunded and must be collected by the Purchaser or the Vehicle(s) will be disposed of without payment or liability.

**9) Product description and regulations:** The Vehicles are Velosta branded two wheel cargo style electrically power assisted bicycle vehicles. The Vehicles will be built in accordance with CE legislation to meet requirement for use on UK roads at time of approval. The Vendor reserves the right to alter specification of any part of the Vehicle(s) without notice or price change. *Cont'd*

The Vehicle(s) have a power rating of 250 watts and deliver power, on pedalling, to a top assisted speed of 15.5 miles per hour or 25 kilometers per hour. The Vehicle(s) can be ridden beyond this speed but the electric assistance will cease and higher speeds may be achieved through human power the pedal crank only. A hand throttle may be supplied in a separate carton and this may be attached by the Purchaser only where the Vehicle(s) is being used on private land with the land owner's permission. In the future, legislation may change in the UK to allow the use of hand throttles up to 15.5 miles per hour or 25 kilometers per hour but currently use on public highways is illegal. The Purchaser lifts all and any responsibility for the use of the hand throttle from the Vendor. An instructions booklet for assembly may be supplied. The Vendor will not be liable or responsible for any issue arising from a misunderstanding of assembly instructions and where there is doubt, advice should be sought from the Vendor. The Purchaser agrees that the Vendor will not be liable for compensation for cross threaded pedal attachments, nor any damage to any other parts or Vehicle(s) operations caused through incorrect assembly.

**10) Safety:** Basic checks are carried out by the manufacturer. It is the responsibility of the Purchaser to evaluate that the vehicle is safe for use before use, regardless of whether the Vehicle(s) are received assembled or unassembled. The Vendor will not be responsible or liable in the respect of any personal or third party injury or death or damage to property including but not limited to vehicles, buildings, roads, paths or personal belongings and valuables occurring during use of the Vehicle(s). The Vendor makes no undertakings as to: Collision performance – no undertaking is given relating to collision performance. Pedestrian safety – no undertaking is given in relation to pedestrian safety. The Purchaser agrees to inspect the bike no later than two weeks after assembly to ensure all fixings are tight - alternatively the Purchaser agrees to engage a competent professional to do so.

**11) Other safety devices:** It should be assumed that no other passive safety measures are fitted. The provision of reflectors, lights, bell does not make the Vehicle(s) safe. Safety in use is the responsibility of the Purchaser, who will assume all liability for the safe conduct and condition of the Vehicle(s) from the time it is received and assembled or received completely assembled (and through them to inform any rider using the bike purchased by the Purchaser of the entire conditions set forth here).

**12) Taxes, levies, legislation and emissions:** The Vendor will not be responsible or liable for any taxation regime, including changes to existing policy or changes to, or creation of new policies imposed retrospectively, including vehicle excise duty, duty, geographical restrictions of use, ecological penalties or similar or parking fees related to vehicle sold.

**13) Quality expectations:** The Vehicle(s) are (for their class of ebike) built to a budget price level for a world market. It is therefore inherent that, whilst acceptable for utility purposes, quality of certain finishes, vibrations and general build quality may be found to be lower than those standards expected of more expensive contemporary locally sourced Vehicle(s). Fit and finish may be less precise than that of other contemporary products. Possible issues that may be expected with any new ebike Vehicle(s) supplied: Body may have minor imperfections including small paint blemishes (max 5mm in any direction). Vehicle(s) may display a limited amount of overspray ie on wheels. Whilst steps are taken to protect the body from corrosion, there may be very small areas of scuffing and/or corrosion in pre-existence, notably at axle carrier points. Derailleur gears may not be smooth changing in every gear (although gears will operate) - derailleur may need minor adjustment - the derailleur is very susceptible to movement in carriage. Handlebar stems may display a small amount of lateral movement (+/-2mm). In operation, ebikes fitted with hand throttle may require initial use of the throttle (one press and operation) before the pedal assist is available - due to varying microchip models used). The Vendor accepts no liability in regard to this above, normal variation of manufacturing quality level.

Rear tail and brake light: A standard combined rear tail and brake light is supplied fitted to the Vehicle(s) which is powered by the main battery. This operates as a brake light during the day but is only a fixed red light at night (when the headlight is on). It can be supplemented with or swapped for an 'intelligent' inertia combination rear tail and brake light, which is powered by its own batteries, to give a tail light and brake light both day and night (a brake light operates as well as a tail light). This is supplied with the Vehicle(s) separately and may be installed on assembly.

**14) Parts supply:** Parts for the Vehicle(s) are available from aftermarket sources in respect of generic equipment such as brake pads, brake discs, throttles, brake parts including handles, reservoirs, brake hoses and unions, handlebar parts, tyres, wheels, light fittings, seats, seatposts etc and use of a quality replacement part will not invalidate the battery or frame warranty. Parts particular to the Vehicle(s), for instance the battery pack and controller are available from the Vendor and should be requested directly. Unless otherwise agreed such parts will be charged for at market rates. No time frame can be specified and the Vendor will not be held liable for shortage of parts due to unforeseen circumstances ie global semiconductor shortage, pandemic or shipping container shortage or any other reason.

**15) Self assembly and missing parts:** It is the responsibility of the Purchaser or their appointed assembler to construct the Vehicle(s) as per instructions supplied with the Vehicle(s) or via video provided, although the Vendor will be under no obligation to provide instructions as the assembly of the front wheel and handlebars is straightforward and obvious. Where such instructions are not made available, incorrect instructions are found, or the instructions seem incorrect or relate to a different model, contact must be made with the Vendor for updated instructions and assembly must not continue if the Purchaser or their appointed assembler do not feel confident to continue. The Purchaser or their appointed assembler must satisfy themselves that the Vehicle(s) are operating correctly before use. The Purchaser lifts any liability from the Vendor in respect of any faults or damages incurred whatsoever due to incorrect or unsafe assembly. The Purchaser agrees that the Vendor will not be liable for compensation for cross threaded pedal attachments, nor any damage to any other parts or Vehicle(s) operations caused through incorrect assembly. Tools may be supplied to aid assembly but the Vendor will not be held liable for non supply of tools or for their performance. Any tools do not form part of a sale agreement but are provided at the Vendor's discretion free of charge. Should any assembly parts be found missing, the Vendor must be contacted within 48 hours of arrival of the Vehicle(s) so that arrangements can be made to make the parts available to the Purchaser. No time frame can be specified and the Vendor will not be held liable for shortage of parts due to unforeseen circumstances ie global semiconductor shortage, pandemic or shipping container shortage.

**16) Prices and promotions:** The Vendor reserves the right to vary prices of products offered for sale at any time. In the event that a price for a product including Vehicle(s) already ordered changes, the Vendor will not be obligated to offer the changed price to the Purchaser or to provide a refund if the new price is lower than at the time the product including Vehicle(s) was ordered.

- 17) Exported Vehicle(s):** The Vendor will not be liable or responsible in any way for Vehicle(s) bought for export once they have been collected from the Base Address or contracted storage provider.
- 18) Gift cards:** Gift cards may be exchanged for goods to their face value on the date of purchase. They are valid for 18 months and any extension is at the Vendor's discretion.
- 19) Promotional codes for online use:** We issue promotional codes from time to time to enable discounts at checkout process. These are intended to be used once per customer per total transaction. We reserve the right to issue promotional codes of differing values on different platforms and to cancel promotional codes or refuse to accept promotional codes at any time, including within the originally published code lifetime.
- 20) 15 day trial and return:** The 15 day 'love it or return it' period runs from receipt of the Vehicle(s) until the end of the 360th hour afterwards. Return must be requested by contacting the Vendor using the contact details published on the website and the Vehicle(s) returned within 14 days. Delivery cost will be covered by the Purchaser and all return procedures will be as per section 8 above. Refunded payments will be adjusted for mileage covered and any wear or damage found. Fully built delivered Vehicle(s): 50% of the build and deliver cost will be retained.
- 21) Cycle to Work Scheme:** Where Vehicle(s) and equipment are bought via Green Commute (GCI) cycle to work scheme, the Purchaser shall be considered to be Green Commute (GCI) and they will deal with any issue and contact the Vendor under their own terms. Cycle to Work purchases are not eligible for promotional discount codes.
- 22) Failure to comply with the Terms:** In the event that the Purchaser fails to comply with The Terms and Conditions of Sale and Business set out herein, the Vendor may cease all dealings with the Purchaser or Purchaser's representatives immediately, without liability.
- 23) Disputes:** In the event of dispute the laws of England shall prevail.

Registered office: Blackheath Developments Ltd Trading as Velosta, 2 Wricklemarsh Road, London SE3 0NF

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