

Panagua.CC Membership Plan Terms & Conditions

This section sets out in more detail the key aspects of each part of the membership plan and any restrictions that may apply.

Number of bikes included in the Service Plan - Each member can include up to five bikes in the Service Plan. The Customer must notify Panagua Bikes at the beginning of the contract which bikes they wish to include in the plan. The Customer may amend the bikes included within the Service Plan at any time during the Contract by emailing shop@panaguabikes.com

Premier Service - One annual premier service is included within the plan. Details of exactly what is covered in the premier service can be viewed on our website.

Basic Service - One basic service is included in addition to the Premier Service above. This can be used on any bike specified in the Service Plan. The Customer may upgrade from a Basic Service to either a Standard or Premier Service by paying the difference in price between the two services (less applicable discount). Details of exactly what is covered in the basic service can be viewed on our website.

Discount on additional servicing and maintenance labour - this applies to any additional workshop labour outside of the Premier and Basic Services included in the membership. The work must be done on one of the bikes owned by the Customer and included within the Service Plan.

Free Collection & Delivery on Servicing & Repairs - With our fully equipped van we are able to offer secure collection and delivery to our local service customers at a time convenient to you. Local Area for free collection & delivery is within an 8 mile radius of the shop e.g. East Croydon, Crystal Palace, Sidcup, Chelsfield, Knockholt, Tatsfield and Warlingham. Delivery outside of this area is at the discretion of the shop and will be subject to a small charge.

Discount off all purchases in store - the relevant discount applies to any full price item in store. The discount cannot be combined with any other local Cycle Club discounts nor applied to any discounted or sale items.

Bike & Rider additional benefits:

Free labour on minor mechanical adjustments - This applies to small "while you wait" jobs such as break realignments and gear re-indexing. Typically, this will include most jobs under £15 in value but is at the discretion of the mechanic.

Free breakdown/ accident recovery within local area - more details can be viewed on our website.

Bike Fit - One annual bike fit is included within the plan. Details of exactly what is covered in the bike fit can be viewed on our website..

Bike fit review and consultation throughout the year - Our bodies constantly change with fitness level, injury and age so it's important to get properly fitted to your bike and then regularly monitor your position to avoid those aggravating niggles. This benefit enables drop in consultations with our Bike Fit Technician during the year to try and assist with any issues that may arise between the annual bike fits. It is not a full bike fit but includes minor adjustments to bar and saddle position to assist with specific issues. Please call or email the shop in advance to make an appointment.

Free professional cleat fit with any shoe purchase - If you buy a new pair of cycling shoes through Panagua Bikes we will ensure that the cleats are set up in accordance with your bike fit data thus avoiding potential knee and foot issues that can occur with poorly aligned cleats.

Free evening home delivery on all shop orders - Evening deliveries are provided by our staff on Tuesday and Friday evenings only between 5pm and 7pm. Minimum order value of £25.

Panagua.CC club kit at cost - High quality kit at a significant discount. Applies to any Panagua.CC or Panagua Bikes branded kit. Ask in store for more details on specific items.

Bike Box Hire - take the stress out of your pre holiday packing with free collection and packing of your bike. We'll then deliver the packed bike back to your home ready for your trip.

In this Contract:

"Accelerated Payment" means any payment required by Panagua Bikes in order for the Balance to meet the relevant Service Cost at the time the Bike is presented for service, pursuant to clause 13.

"Balance" means the sum paid by the Customer at any time towards the Total Payment, less any Service Cost(s) previously charged or due at such time. For the avoidance of doubt, this excludes any Promotional Contribution.

"Bike" means up to five bikes owned by the Customer and notified to Panagua Bikes at the beginning of the contract. The Customer may amend the bikes included within the Service Plan at any time during the Contract by emailing shop@panaguabikes.com.

"Cancellation Fee" means the sum paid by the Customer to Panagua Bikes in respect of costs incurred in the event of early termination of the Contract. The Cancellation Fee is subject to VAT at the standard rate in effect at the date of cancellation.

"Contract" means this contract between the Customer and Panagua Bikes whereby Panagua Bikes agrees to provide the Services within the Membership Plan subject always to these Terms and Conditions.

"Customer" means the person named on the front page of this Contract for whom Panagua Bikes has agreed to perform the Services.

"Panagua Bikes" is the trading name for Panagua Ltd the company contracting with the Customer.

"Deposit Payment" means a sum payable (if any) by the Customer towards the Total Payment, payable on the date of the commencement of the Contract.

"Direct Debit Payment Scheme" means the facility offered to the Customer to pay towards the Total Payment due by way of monthly Direct Debit payments payable on the day of each month specified on the front page of this Contract.

"Manufacturer" means the manufacturer of the Bike.

"Membership Plan" means the Services provided by Panagua Bikes under either the Bike Only Plan or Bike and Rider Plan. Details of the relevant services can be viewed [here](#)

"Service Cost" means the cost of labour incurred by Panagua Bikes in the provision of the Services.

"Service Plan Provider" means Panagua Bikes.

"Service(s)" means the provision of the services relevant to the Membership Package the Customer subscribes for.

"Direct Debit Payments" means the monies payable by the Customer towards the Total Payment, from time to time in accordance with the Direct Debit Payment Scheme.

"Total Payment" means the total annual sum payable by the Customer pursuant to this Contract as specified overleaf, as varied by changes to VAT (if any).

2. In consideration of the Total Payment made by the Customer to Panagua Bikes, Panagua Bikes agrees to provide the Services up to the value of the Service Cost. The Service(s) may only be carried out by Panagua Bikes.

3. The Customer agrees to make all Direct Debit payments as they fall due for payment on the dates specified on the front page of this Contract.

4. Panagua Bikes' liability in respect of the Service is limited to providing bike servicing and where applicable bike fitting up to the value of the Total Payment in each twelve month period.

5. Any additional work carried out and/or materials supplied by Panagua Bikes not included in the relevant Service will be the responsibility of the Customer and will be payable on collection of the Bike.

6. Failure by the Customer to make payments due pursuant to the Direct Debit Payment Scheme shall entitle Panagua Bikes to terminate this Contract and Panagua Bikes obligations under the Contract shall cease immediately. Any monies standing to the Customer's credit will be applied to the payment of any outstanding Services Costs owed to Panagua Bikes. In the event that the Service Cost benefit received by the Customer prior to such termination exceeds the payments made by the Customer, the Customer shall remain liable for the outstanding amount and shall make immediate payment to Panagua Bikes of any balance due and Panagua Bikes shall be entitled to charge interest at an annual rate of 4% above the base rate of National Westminster Bank plc from time to time from the date of termination until full reimbursement is made.

7. Panagua Bikes' obligations under the Contract will cease once all the Services have been provided or the Customer or Panagua Bikes cancels the Contract or transfers the Balance to a new Contract whichever is the earlier.

8. The Customer may transfer the Balance to a new Contract with the consent of Panagua Bikes.

9. In the event of a transfer of the Balance to a bike which has higher Service Cost(s) than the original Bike then the Customer will be advised of any change in the Total Payment and any payments made under the Direct Debit Payment Scheme will be adjusted accordingly. The Customer will be notified by Panagua Bikes of any change in writing.

10. If the Customer wishes to terminate this Contract prior to all Services having been provided, written confirmation is required from the Customer stating the Account Number and Customer name and address. If such termination is within 60 days of the date of this Contract and no Services have been provided (and thus no Service Costs incurred) then the Customer will receive a refund of the Balance. If such termination is more than 60 days from the date of the Contract or if Services have been provided and Service Costs incurred then refund of the Balance shall be at the discretion of Panagua Bikes. Any Balance due to the Customer will be paid by Panagua Bikes within 28 days. In the event that the Balance is in deficit (i.e., less than zero) the Customer shall remain liable for the outstanding amount and shall make immediate payment to Panagua Bikes of an amount to return the Balance to zero, and Panagua Bikes shall be entitled to charge interest at an annual rate of 4% above the base rate of National Westminster Bank plc from time to time from the date of termination until full reimbursement is made.

11. The Customer and Panagua Bikes acknowledge that GoCardless is entitled to collect all or part of the Total Payment and acts as agent for Panagua Bikes in relation to the collection of any payments pursuant to the Direct Debit Payment Scheme.

12. Panagua Bikes Standard Terms and Conditions (a copy of which is available on request) shall apply to all bike servicing work carried out by Panagua Bikes pursuant to this Contract.

13. Panagua Bikes reserves the right to require an Accelerated Payment from the Customer in the event of the Bike being presented for Service earlier than the time intervals specified in the Contract. Any such Accelerated Payment will be requested by Panagua Bikes at the time the Bike is presented for Service, but will not affect the amount of the Total Payment (and so the amount of each of the remaining Direct Debit Payments will then be reduced to reflect the Accelerated Payment). This Contract only obliges Panagua Bikes to provide Services up to the value of Payments made to date by the Customer under the Contract.

14. Any Direct Debit Payments due pursuant to the Direct Debit Payment Scheme have been calculated using the current rates of VAT. If the rate of VAT should change, Panagua Bikes will adjust the Total Payment and payments due pursuant to the Direct Debit Payment Scheme and/or any Accelerated Payment to reflect the new rate of VAT, and the Customer agrees to pay the adjusted payments.

15. The Customer is reminded that if the Bike is still covered by the contractual warranty which came into force on the first registration then the continuing validity of such warranty may be affected if the Bike is not serviced at the intervals appropriate to it. The Customer is strongly advised to refer to the service handbook of the Bike for further information and is advised that in the event of any inconsistency between this Contract and the service handbook as to when Services are due, then the service handbook must be assumed to be accurate. If a Service is due in respect of the Bike then it is the responsibility of the Customer to arrange for that Service to be carried out regardless of whether the payments made to date under the Contract are sufficient to pay for the cost of the Service.

16. All non-service related items detailed in the Membership Package section of the contract may be subject to change at Panagua Bikes discretion.

17. This Contract shall terminate on the earliest of the following events:

- a. On the the Customer having received all Service(s) covered by the contract;
- b. Transfer of the Balance in accordance with clause 9;
- c. Cancellation of the contract subject to clause 10. Any balance remaining following any of the previous events will revert back to Panagua Bikes. The customer can reclaim any balance subject to adherence to clause 10 or transfer any balance subject to clause 9 up to a period of three years from the scheduled end date of the contract.

Data Protection Act 1998.

For the purposes of the Data Protection Act 1998, the Data Controller in relation to information you supply is Panagua Bikes, 50 Hayes Street, Bromley, BR2 7LD (Company Number 08397739). We may share the information you provide, together with other information, with organisations who are our business partners, suppliers or agents, for the purposes of customer services, order fulfilment and financial and account administration. We will not transfer the information you provide to any country outside of the European Economic Area. When you have given us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice. You have the right to ask for a copy of your information (for which we may charge a small fee) and to correct any inaccuracies.