



## Information about us

1. We are Tour de Manc Limited. Tour de Manc® is a non-profit organisation run by volunteers and is currently applying to become a registered charitable Trust. We are a company registered in England and Wales under Company number 10114177 and with our registered office and main trading address at 186 Cheetham Hill Road, Manchester, M8 8LW. We operate the website [www.tourdemanc.co.uk](http://www.tourdemanc.co.uk)
2. Contacting us. If you wish to contact us for any reason you can do so by e-mail at [register@tourdemanc.co.uk](mailto:register@tourdemanc.co.uk), telephone 0161 711 0313 or post to Tour de Manc Ltd, 186 Cheetham Hill Road, Manchester, M8 8LW. If we have to contact you or give you notice in writing, we will do so by e-mail or by paid post to the address you provide to us in your order.

## Our Products

3. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
4. Where new designs are not yet available, the image may be of a previous year's design, in which case we will notify you of this fact
5. Although we make every effort to be as accurate as possible, because our products are hand made all sizes, weights, capacities, dimensions and measurements indicated on the site may have minor inconsistencies.
6. In the case of errors or omissions that appear on our site, we reserve the right to alter a specification without prior notice.
7. The packaging of the Products may vary from that shown on images on our site.
8. It is your responsibility to ensure that colours and sizing of the Products are correct and suitable for their intended purpose before placing an order. We will not be responsible if any measurements, dimensions or colours you provide to us subsequently turn out to be incorrect.
9. We quote prices in UK Pounds Sterling. Prices include VAT where applicable. The checkout page breaks down the VAT figure for illustration and reporting purposes.

## You as a consumer

10. If you are a consumer, you may only purchase Products if you are at least 18 years old. If you are under the age of 18 please ensure an adult places your order for you.
11. Our order pages will guide you through the steps you need to take to place an order with us. When you place your order, you will set up an account with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
12. After you place an order, you will receive an e-mail from us acknowledging that we have received your order and have received your payment (Order Confirmation). If you have a problem processing your payment online or are not certain that your payment was successful please email [register@tourdemanc.co.uk](mailto:register@tourdemanc.co.uk) However, please note that the Order Confirmation does not mean that your order has been accepted. Our acceptance of your order will only take place as described in clause below
13. We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.
14. In the unlikely event we are unable to supply you with a Product, for example because that Product is no longer available, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged without undue delay.

## Our right to vary these Terms

15. We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.



16. Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
17. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
18. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive.

## Your consumer right of return and refund

19. Tour de Manc jerseys are custom styles, made to order, whilst Tour de Mancs offer the possibility to cancel your order if we have not placed our order with the manufacturers. We note that your consumer cancellation rights do not apply in the case of Customised Products.(which shall include any products made in custom styles custom colours or custom measurements).
20. To request to cancel an order, you just need to let us know that you request to cancel by e-mailing us at [regiser@tourdemanc.co.uk](mailto:regiser@tourdemanc.co.uk) and including the subject "Jersey Cancellation Request" and the body of the email must include details of your order to help us to identify it. We will reply to your request either confirming the cancellation or rejecting the request if the manufacturing order has been placed.
21. If your cancellation is confirmed, we will:
  - (a) Refund you the price you paid for the order.
  - (b) Refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
22. We will refund you on the credit or debit card or credit your PayPal account that you used to pay. If you used vouchers to pay we will refund you in vouchers.
23. You can always return a product if it is faulty or different to what you ordered. You always have rights where a product is faulty or mis-described. Nothing in these terms will affect your legal rights. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 040506.

## Delivery

24. All orders will be delivered by a reputable postage service provider and will be tracked or signed for and insured. They will be delivered during working days only to your stated delivery address. Working days are Monday through to Friday exclusively, we do not dispatch on Saturdays and Sundays or UK public holidays.
25. Products will normally be dispatched on the next working day that Tour de Manc receives your bespoke jersey from the manufacturers. As these are bespoke manufactured, we cannot provide a specific delivery timescale but do give a guideline on our order site. We will keep you informed if there is likely to be a delay in dispatch or delivery due to unusual or foreseen incidents (for example: stock take, fault in the bespoke printing of the materials).
26. It is your responsibility to have someone available to sign for your order. Your package will not be left unsigned for. If no one is available to sign for your order, a card may be left (where possible) and your package will go to your local courier collection point.
27. You own the Products once we have received payment in full, including all applicable delivery charges.
28. Unfortunately, we do not deliver to addresses outside the UK and Ireland. You may place an order for Products

## Price of products and delivery charges

29. The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, if we discover an error in the price of Product(s) you ordered we reserve the right to not confirm your order.
30. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.



31. The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
32. The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges page

## How to pay

33. You can only pay for Products using a debit card or credit card. We accept the following cards: Visa, Visa Debit, Switch, Mastercard and PayPal.
34. We use a secure online banking partner to collect and administer payments. Tour de Manc personnel do not have access to your card details.
35. Payment for the Customised Products and all applicable delivery charges is in advance. We will charge your debit/credit card in advance and will only refund the charge on confirmed cancellation or when you exercise your consumer rights for Customised Products .
36. If you have a promotional code, please enter it into the promotional code box on the checkout page, the promotional codes are case sensitive so please be sure to use it exactly as it is shown. The prices will automatically change when the promotion is used and the saving shown. The promotion code will therefore affect the value of the basket, which may impact on the postage charges.
37. Manufacturer guarantees
38. The Customised Products we sell to you may come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products. The manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described.
39. The manufacturer guarantees the Products shall be free from material defects. However, this guarantee does not apply if the defect arises from:
  - (a) fair wear and tear;
  - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - (c) if you fail to operate or use the Products in accordance with the user instructions;
  - (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
  - (e) any specification provided by you.

## Our liability if you are a consumer

40. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
41. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## Events outside our control

42. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below
43. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
44. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
  - (a) we will contact you as soon as reasonably possible to notify you; and



- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
45. You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

## Communications between us

- 46. When we refer, in these Terms, to "in writing", this will include e-mail.
- 47. If you are a consumer you may contact us as described in clause 2.

## Other important terms

- 48. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 49. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 50. This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 51. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of
- 52. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 53. If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.