



My Bicycle Mechanic CC

STANDARD TERMS AND CONDITIONS

My Bicycle mechanic's standard Terms and Conditions, will apply to every job card when engaging our services. When providing our services, parts may be required and a quotation for these parts, can be requested.

My Bicycle Mechanic reserves the right to amend these Terms and Conditions from time to time at our discretion. Any changes made in such revision will take immediate effect, once the Customer is notified of such a change.

ENGAGEMENT

1. My Bicycle Mechanic represents and warrants that Conrad Venter and any workers have all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.
2. If an event occurs, that is beyond the reasonable control of My Bicycle Mechanic which prevents My Bicycle Mechanic from performing the service on or by the date agreed, My Bicycle Mechanic will immediately notify the Customer and give an estimate of the time for completion of the service.
3. My Bicycle Mechanic will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high quality fit for their purpose. All equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
4. My Bicycle Mechanic may use sub-contractors to provide any of the service. In such circumstances, My Bicycle Mechanic will ensure that:
 - (a) the sub-contractors so engaged are suitably qualified, hold all necessary licences and are otherwise able to perform the service in a proper and workman-like manner;
 - (b) the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of these terms;
 - (c) the sub-contractors so engaged have current or necessary insurances.
5. My Bicycle Mechanic is solely responsible for all fees payable to sub-contractors.

ACCEPTANCE OF THESE TERMS

6. Any act by the Customer or those legally acting on behalf of the customer, which requests My Bicycle Mechanic to begin performing any services or providing any materials will be deemed as acceptance to these Terms and Conditions.
7. Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of My Bicycle Mechanic.
8. In the event that there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.
9. Should the Customer cancel the engagement of My Bicycle Mechanic after it has been accepted, the Customer agrees they may be held liable for any costs incurred by My Bicycle Mechanic, in relation to the provision of the services and/or provision of products up to the point of cancellation.

INVOICES AND PAYMENT

10. The Customer will pay My Bicycle Mechanic's fee on completion of the service.
11. My Bicycle Mechanic reserves the right to request a deposit on any or all parts that may be required.

12. My Bicycle Mechanic will issue a tax invoice for the service setting out the service performed, including any variation, the date the service was performed and by whom. The tax invoice will also separately identify all expenses. This tax invoice will include the final price for the services performed and any goods provided.
13. Payment of My Bicycle Mechanic's tax invoice should be made in the following manner: Credit card, electronic transfer to My Bicycle Mechanic's bank account or Cash.
14. My Bicycle Mechanic is a strict C.O.D business and as such no goods will be released until full payment is received.

OCCUPATIONAL HEALTH AND SAFETY

15. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.
16. My Bicycle Mechanic will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices.

LIMITATION ON WARRANTY

17. My Bicycle Mechanic warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).
18. All statutory warranties that can be lawfully excluded are hereby expressly excluded.
19. To the extent permitted by law, My Bicycle Mechanic is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to My Bicycle Mechanic's service or products supplied.
20. Bicycles and any other goods transported by My Bicycle Mechanic, is at the owner's own risk and the necessary insurance must be in place. Whilst the utmost care is taken during the transportation and servicing of your bicycle, My Bicycle Mechanic is not liable for any loss or damage.

JURISDICTION

21. It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of Gauteng and each Party covenants that it submits to the jurisdiction of the Courts of Gauteng for the resolution of any dispute under the Agreement.

FORCE MAJEURE

22. Neither My Bicycle Mechanic nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.