

Zero Friction Cycling Terms & Conditions

Welcome to Zero Friction Cycling!

This document details the Terms and Conditions that govern your use of Pushys.com.au and by using it you acknowledge that you have read these Terms and Conditions and agree to be bound by them once you commence using the website. If you would like assistance at any time please contact our customer service team.

In these Terms and Conditions "we" and "us" mean Zero Friction Cycling – Sole Trader Business (ABN 44556348852) trading as Zero Friction Cycling and the proprietor. Be aware that at any time, and at our sole discretion we may vary these Terms and Conditions so please check them regularly for changes.

All Personal Information submitted on Zero Friction Cycling secured using the latest Secure Sockets Layer (SSL) premium encryption technology.

Limitation of Liability

Under no circumstances shall we or any of our subsidiaries or agents be liable for any indirect, special, incidental or consequential damages and to the extent permitted by law and we do not accept any liability for any damage or injury caused by the use or misuse of products purchased from us. We make no warranty as to whether any of the products or services on our website will meet your requirements and you expressly indemnify us in the instance that they may not meet your particular requirements.

For the avoidance of doubt our liability is limited to the replacement or repair of the goods, the supply of equivalent goods, the cost of replacing or repairing the goods or the cost of obtaining equivalent goods.

Copyright & Content

All content on our website including but not limited to logos, images, copy, text and general layout is protected by copyright and may not be used without express permission from us or any relevant third party copyright owners.

We use our best endeavours to ensure that all information on our website is accurate at the time of publication however we do not make any representation or warranty as to the accuracy or completeness of the information and are not responsible for any errors or omissions. In addition we are not responsible for the opinions and behaviour of suppliers and are not liable for any offensive conduct or defamatory statements on their part.

Consent to Communications from us

By placing an order with us, whether as a registered customer or guest, you agree that we may collect, use, disclose, and keep personal information for the purposes of fulfilling your order. The use of personal information includes, but is not limited to, sending emails to keep you informed of the status of your order. You might also be prompted to subscribe to our newsletters and special offers; the decision for opting in or opting out to receive these newsletters is entirely up to your discretion.

We respect your rights to not receive these communications and if you advise us of this we will adjust your account accordingly. Every newsletter we send includes a clear link to unsubscribe in the footer and once unsubscribed you will no longer receive them unless you re-subscribe at a later date.

Privacy & Security of Personal Information

Zero Friction Cycling takes your privacy very seriously.

All Personal Information submitted on ZeroFrictionCycling.com.au is secured using the latest Secure Sockets Layer (SSL) premium encryption technology.

Credit card payments are processed through a Secure Online Payment Gateway and we do not store any of your credit card or financial information on our servers, therefore ensuring the highest level of protection for you.

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Payment & Shipping

All purchases must be paid in full prior to shipping and we reserve the right to cancel any orders in the event we suspect the payment method to be fraudulent.

When paying via Bank Deposit use your "Order Number" as the deposit identifier. Putting the name of a purchased item or terms such as "Order Payment" or "Tyres" may cause your order to be delayed until we can match the funds to your order. If a Bank Deposit payment is not received into our account within 5 business days the order will be cancelled.

By purchasing from ZeroFrictionCycling.com.au you are entering into a contract and may not rescind payment via PayPal or Credit Card charge back in the event of late or damaged delivery.

While we make every effort to deliver all items to you quickly we are not responsible for delays caused by Australia Post or other couriers we may use.

Some products we offer for sale may be pre-order items or items that are not immediately available from our supplier. We supply an estimated dispatch date and will generally inform you of excessive delays but are not liable for any direct or indirect damages caused by any delay.

We make all efforts to ensure that goods are well packaged so they arrive undamaged. Please contact if you have any delivery problems or if the package has been damaged in transit

In the event that you receive a faulty product we will send a replacement item (subject to availability) once we receive the return if applicable. Zero Friction Cycling will cover cost of return if needed.

Stock Availability

While we endeavour to ensure all items are in stock at time website shows as in stock, there may be occasions where the item is out of stock due to workshop sales not being reflected in time on website, or other website inventory updating issues.

In the event that an item (either promotional or regular stock) has sold out we may, at our total discretion, do one of the following:- (a) offer a rain check on that item, (b) offer an acceptable substitute product or (c) take other corrective action.

Order processing and Shipping timeframes

Zero Friction Cycling endeavours to ship all orders within 24hours of receiving order, however exceptions may occur due to (but not limited to);

- **Time required to for certain chain preparations**
- **Proprietor is on dedicated project work day (usually Wednesdays)**
- **Proprietor is on dedicated project work week (check website for next upcoming project week)**
- **Proprietor is on annual leave (check website for annual leave dates)**

Returns, Exchanges and Warranty

- For returns of faulty, incorrectly supplied or damaged items, original and return shipping fees will be covered by Zero Friction Cycling
- For information on returning or exchanging an item please email info@zerofrictioncycling.com.au
- Most parcels will be returned using Aust Post, however there will be some exception international orders.
- Should there be loss or damage in transit on an international order, this will be replaced at Zero Friction Cycling cost IF the purchaser purchased transit insurance during order process. If transit insurance was not purchased there is no liability on Zero Friction Cycling to replace damaged or lost items.
- Zero Friction Cycling will usually process returns and exchanges within two (2) working days of receiving the returned goods back – there may be exceptions if proprietor is on a dedicated project week work or holiday leave period.
- For warranties, please return within the products warranty period commencing from the date of successful receipt. If there is no stated warranty accompanying product the warranty claim will be assessed on a case by case basis.
- Warranties will usually be processed within two (2) working days.

Refunds

- Refunds will usually be processed within two (2) working days of approval.
- Refunds can only be made back to the payment method used for your order.
- Any refunds for items purchased using a discount coupon/voucher will be credited at the net purchase price as shown on your order confirmation email.
- Please allow up to five (5) days after Zero Friction Cycling has completed your refund for your financial institution to take receipt of the refund into your account.

Applicable Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of South Australia and shall be subject to the non-exclusive jurisdiction of the courts of South Australia.

Errors and Omissions

Zero Friction Cycling takes no responsibility for unintended errors or omissions relating to product descriptions, availability of stock or incorrect pricing. In the event of a significant pricing error we may at our discretion cancel and refund your order. Providing a full refund shall be the limit of our liability and we cannot be held liable for any consequential loss.