

Service Centre  
Canyon Bicycles UK Ltd  
Unit 72, Barwell Business Park,  
Leatherhead Road,  
Chessington,  
KT9 2NY

My address

16th June 2017

**RE: Rear wheel problem, Ultimate CF SLX 8.0 Di2, Order No. 9800xxxxxx (Customer number xxxxxxxx, email ticket number 001xxxxxx)**

Dear Sir/Madam,

I am writing to you regarding a problem with the Canyon Ultimate CF SLX bike, delivered on xx/xx/2017. I am writing as I have had no response for a week to my email dated 9<sup>th</sup> June, nor my follow-up email dated 13<sup>th</sup> June, nor have you answered my queued telephone call on 16th June at ~10.45am, nor my 'web chat' with Michelle which also took place at 10.45am on 16th June.

The problem is excessive wheel flex that requires the brake block clearance to be set so great that the brake lever touches the handle bar before strong braking can be achieved. Please see the attached documents that provide more details of the issue discussed by email.

As a premium bicycle with the latest 2017 technology and costing £3,676, my expectation is to get use out of the bike during the 2017 season, prior to taking it off the road for the winter this autumn and prior to newer technology being released for 2018. Therefore *time is of the essence* when considering taking the bike out of use during this season for your investigation into the wheel issue.

As explained in my emails, I temporarily borrowed a different model of Mavic wheel and when fitted to the bike I found that there is no significant flex and that the brake block clearance can be adjusted so that they work correctly. The flex therefore seems to be in the wheel not the frame, but you declined to replace it based on this information alone. In hindsight since purchase, I see there are also numerous reports in the media of this flexing problem on this Canyon model. You have rejected my suggestion of offering an advanced replacement so that I can keep the bike on the road.

With reference to the Consumer Rights Act 2015, I note that:

- a. The wheel is not of *satisfactory quality* as the item has been faulty since delivered.
- b. The wheel is not *fit for purpose* as the issue does not allow safe or efficient braking.
- c. The wheels is not as described, as the manufacturer's description is, 'a very high level of...braking performance', and, 'braking distance shortened by 18% in wet conditions'.

I also note that, under the Act, responsibility for any breach of contract rests with the retailer (in this case Canyon) and not Canyon's supplier. Please also be aware that for faults identified within six months of delivery, the fault is presumed to have been present at the time of delivery and that the onus to prove that it was not also rests with the retailer.

However, I am willing to be flexible in agreeing to return the wheel to you for one attempt at repair or replacement, even though this causes me *significant inconvenience*, and your proposed three week turn-around (excluding posting to you, return from you and time to refit) is *an unreasonably long amount of time* for the reasons explained above. I therefore propose the following:

1. Having already removed the wheel, I will shortly be posting the wheel to you, at my cost, for repair / replacement.
2. From my date of posting, I consider that 21 calendar days is the most time I consider to be reasonable for you to either deliver a repaired or replaced wheel, arriving at the above address within the 21 days, given the fact that this is a known fault and that the summer cycling season is limited.
3. If I receive a repaired/replaced wheel within 21 days I will be able to decide whether the problem has been resolved. I will refer to the performance of the borrowed cheaper Mavic model of wheel to determine what is a reasonable acceptance criterion. If the wheel is not fixed or your replacement is still not fit for purpose or as described, then I will reject it and purchase a different model of wheel. I will then expect a refund to the value of the replacement wheel as set out in the Consumer Rights Act 2015.
4. Or, if after 21 days without resolution (for example if your inspection/repair takes longer than 21 days), then I will purchase a new wheel and seek reimbursement from you for the cost of the new wheel under the Consumer Rights Act 2015.

At this time, I choose not to return the whole bike to you as that would leave me without a bike for training and recreation, and because of my time invested in setting up the components and accessories, and because I have paid for a bike-fit. However, if we are unable to resolve the issue with the wheel component, I reserve my right to return the whole bike as not of satisfactory quality, not fit for purpose and not as described.

Yours Faithfully,

A handwritten signature in black ink that reads "Tony Graham". The signature is written in a cursive style with a long horizontal flourish at the end.

Dr Anthony H.D. Graham

Attached: email communications; relevant photos; order confirmation; delivery note