

## **The complaint**

Mr J complains Halfords Limited trading as Cycle2Work (“Halfords”) won’t allow him to cancel a hire agreement.

## **What happened**

In August 2024, Mr J entered into a hire agreement with Halfords to hire a bike and associated equipment through a cycle to work scheme. Mr J says he then decided he didn’t want to hire a bike, however, was going on annual leave so wasn’t able to contact Halfords within the 14-day cancellation period.

In October 2024, Mr J contacted Halfords and asked to cancel the agreement and have the payments he’d already made refunded. Halfords said as Mr J hadn’t cancelled within the 14-day cooling off period, the agreement wasn’t cancellable, and it would collect the remaining payments.

Mr J complained, saying he hadn’t selected or used a bike and simply wanted to cancel the agreement. Halfords doesn’t agree it’s done anything wrong, saying the agreement isn’t cancellable after the first 14 days.

Unhappy with Halfords response, Mr J referred his concerns to our service. One of our Investigators looked into what happened and didn’t think Halfords had done anything wrong. She said the terms and conditions of the agreement which Mr J had agreed to, were clear; that the agreement wasn’t cancellable after the 14-day cooling off period.

Mr J disagreed with our Investigators findings. He said he’d wanted to purchase an electric bike; however, Halfords didn’t offer these within the value of the agreement, and he shouldn’t be forced to purchase something he doesn’t want or need.

As agreement couldn’t be reached, the complaint has been passed to me to decide.

## **What I’ve decided – and why**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Mr J’s complaint is that Halfords won’t agree to cancel the hire agreement, or refund any contributions he’s made towards it, although Mr J hasn’t and says he doesn’t intend to acquire a bike.

I’m sorry to disappoint Mr J, but there’s little more I can helpfully add beyond what our Investigator has previously explained. In reviewing terms and conditions of the hire agreement, which Mr J accepted, it sets out that it isn’t cancellable after the first 14 days. This is also set out in the pre-contract information Mr J was provided.

In considering whether Halfords has done anything wrong as the hirer, I haven’t found it has. Halfords provided the Letter of Collection (“LoC”), as set out in the terms, which Mr J was

free to then use to hire a bike and associated accessories at a number of suppliers, not just the retail stores of Halfords. Although the LoC has an expiry date, Halfords had offered to reinstate this, which I think is reasonable.

I appreciate Mr J says the agreement came into effect shortly before he was due to go on annual leave, so he wasn't able to exercise his rights in the 14 days. However, my understanding is Mr J first contacted Halfords about the agreement nearly 80 days after it came into effect, so I don't think it was then unreasonable for Halfords to decline to cancel or unwind the agreement, relying on the agreed terms and conditions.

Mr J later raised concerns that the agreement wasn't suitable for his needs as he's unable to hire a bike he wants, within the value of the LoC. While I'm sorry to hear of this, when considering the responsibilities of Halfords as the finance provider, I haven't found it's done something wrong – it's provided the LoC for the amount stated and accepted by Mr J when entering into the agreement.

So, Halfords as the finance provider has done what I'd expect it to. I note Mr J has said he's not able to source the bike he's looking for within budget, however in this complaint I'm limited at reviewing the financial services provided by Halfords, rather service it may offer, such as its retail arm. Therefore, in reviewing the actions of Halfords as the finance provider, I haven't found it acted unreasonably in relation to the contract Mr J entered and the applicable terms.

As a result, while I'm sorry to disappoint Mr J, I don't think Halfords was unreasonable in declining to cancel and unwind the agreement after the request was received outside of the cooling off period.

### **My final decision**

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 10 October 2025.

Christopher Convery  
**Ombudsman**