

## **Vidak Service Centre**

### **Terms and Conditions**

#### **APPLICATION OF THESE CONDITIONS- OUR CONTRACT**

- **By placing an order with us, you agree to deal with us on these Conditions to the exclusion of all other terms, conditions or warranties contained anywhere else or implied by trade, custom, practice or course of dealing.**
- **We will not transact business with any natural person who is less than 18 years old.**
- **We will only transact business if you are located in the Mainland United Kingdom and the Vehicle is also located in the Mainland United Kingdom.**

#### **CANCELLATION OF OUR CONTRACT**

- **The Contract entered into between you and us is formed when you book an Appointment for Vehicle Repair Work to be carried out. Any Contract may be cancelled as follows:**
  1. **By you from the date of the appointment of the Vehicle Repair Work**
  2. **By us, at any time prior to the commencement of the Vehicle Repair Work**
  3. **By us, at any time following a Vehicle Assessment or following a Pre-Work Inspection; or**
- **If you wish to cancel the Contract, then please notify us in writing (by post, email or personal service) or by telephone using the contact details set out below.**
- **If we wish to cancel the Contract, then we will notify you in writing (by email or post) or by telephone using the contact details we have for you.**
- **Normally, under the Distance Selling Regulations, if you are a consumer, you will have the right to cancel the Contract for 7 working days counting from the day after the Contract was formed or, if later, for 7 working days counting from the day after you have been informed of your cancellation rights and other information**
- **However, if you agree that the booking may start before the end of the usual cancellation period and you further note and agree that your cancellation rights under the Distance Selling Regulations will end when the booking is made.**
- **If you cancel within 72 hours of the agreed date and time of the repair work, you will be liable for a minimum charge of £65 plus VAT or 50% of the quoted cost of repair whichever is greater**

### **KNOWLEDGE AND CONSENT OF THE VEHICLE OWNER**

- **If you are not the owner of the Vehicle, you categorically confirm that the owner of the Vehicle has given their informed authority for the Vehicle Repair Work to be carried out on the Vehicle.**

### **PRICES AND PAYMENT**

- **Subject to our rights to cancel the Contract, the validity of any price we offer you for Vehicle Repair work is fixed for 14 days from the time the offer was made. We may refuse to honour a price outside of this time frame.**
- **We are committed to reducing fraud made using credit cards. We reserve the right not to accept payment by debit or credit card where we suspect that by doing so a fraud may be perpetrated against us or the registered card holder or anyone else.**
- **We accept payment over the telephone using most major debit or credit cards other than Diner's Club or American Express.**
- **Unless we have agreed with you that you may pay by instalments, payments must normally be made on completion of work. We do not accept personal cheques.**
- **We may (but are not obliged to) offer you the ability to pay the price agreed for or applicable to the Vehicle Repair work undertaken by instalments. Where offered to, such instalments will be subject to the following provisions:**
  1. **You will be obliged to discharge your liability to us in the number of instalments we agree with you, which in no event shall be more than four instalments;**
  2. **The instalments shall be due and payable by you on the dates agreed between us. In no event shall we agree to instalments payable over a period of more than six months;**
  3. **Where we have agreed to do so, we shall contact you for payment of the agreed instalment on or about the dates agreed between us to arrange payment. You must otherwise endeavour to pay us in the manner agreed.**
  4. **If you should fail to pay any instalment by the date agreed, unless we, at our discretion, agree otherwise, all then remaining instalments shall become immediately due and payable.**

## **TIME**

- **Vidak will endeavour to complete repairs by the date and time requested but cannot accept responsibility for any delay resulting from any cause beyond the Company's control (including the non-delivery or late availability of parts or other goods and services). Any liability for additional costs and/or inconvenience resulting from such delays are not the responsibility of the Company.**

## **GUARANTEE**

- **Vidak will take reasonable care of the Vehicle whilst in its possession. Vidak is only responsible for loss of or damage to a vehicle or its accessories caused by the Company's negligence.**
- **The Company will determine whether to repair or replace the damaged item or alternatively offer compensation for loss caused. The Company cannot accept liability for the loss of or damage to personal property or business goods left in the Vehicle.**
- **Vidak will not be liable for any damage caused in carrying out their services if this is caused by the vehicle's condition. Whether this is it having been incorrectly maintained or modified, any previous servicing or repairs that have not been properly carried out, any parts that have been wrongly fitted by someone other than the Company, and any other reason that is outside the control of the Company.**
- **All Vehicle servicing carried out at Vidak carries a 3 month warranty on labour and 12 months on parts should they be defective.**
- **If you have any complaints relating to our Vehicle Repair Work services or any other matter, please put them in writing addressed to Ian Elson, Vidak Service Centre, Whitacre Road Industrial Estate, 22B Whitacre Road, Nuneaton, CV11 6BY.**

## **DATA PROTECTION, PRIVACY AND SECURITY POLICY AND COOKIES**

- **We will take all reasonable precautions to keep the details of orders and payments secure. We will adhere to the principles of the Data Protection Act 1998 to uphold your privacy and protect the personal data provided by you.**

- You accept and acknowledge that our Privacy and Security policy shall apply to all dealings between you and us. You agree and accept the use of cookies as set out in our Privacy and Security policy in relation to your use of the Website.

### **INFORMATION REQUIRED TO BE GIVEN**

- We are VIDAK Service Centre Ltd, registered Company Number: 13221823.

Our registered office is Whitacre Road Industrial Estate, 22B Whitacre Road, Nuneaton, CV11 6BY. Head office location is 53 Midland Road, Nuneaton, CV11 5DU. Our telephone number is 02476 384854 and can email us [at vidakservicecentre@gmail.com](mailto:vidakservicecentre@gmail.com)

- The only language offered by us for any Contract is English.

### **GENERAL**

- If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- Failure or delay by you or us in exercising any right or remedy provided by the Contract or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
- We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control including without limitation, inclement weather and any labour disputes between us and our employees.
- A person who is not a party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.
- The Contract will be governed by English Law and you and we submit to the non-exclusive jurisdiction of the English courts.

### **INTERPRETATION**

**In these Conditions, the following words shall have the following meaning;-**

**"Appointment" means an appointment to carry out Vehicle Repair Work on the vehicle;**

**"Conditions" means the term and conditions set out in this document.**

**"Contract" means the contract under which we will carry out Vehicle Repair Work.**

**"Pre-Work Inspection" means an assessment of the state and condition of the Vehicle made immediately prior to the commencement of any Vehicle Repair Work.**

**"Privacy and Security Policy" means the policy with that name accessible on the Website;**

**"Vehicle" means the vehicle in relation to which we are to provide the Vehicle Repair Work;**

**"Company" means Vidak and "our" and "us" shall be construed accordingly.**

**"Website" means the website at [www.vidakaccidentrepair.co.uk](http://www.vidakaccidentrepair.co.uk)**

**"You" means the person contracting with Vidak under these Conditions and "Your" and "Yourself" shall be interpreted accordingly.**