

# **Vidak Accident Repair Centre**

## **Terms and Conditions**

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

- 1.1 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.**
- 1.2 We will not transact business with any natural person who is less than 18 years old.**
- 1.3 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.**

### **2. CANCELLATION OF OUR CONTRACT**

- 2.1 The Contract entered into between you and us is formed when you book an Appointment for Vehicle Repair Work to be carried out. The excludes the booking of any Vehicle Assessment. Any Contract may be cancelled as follows:**
  - 2.1.1 By you from the date of the appointment of the Vehicle Repair Work**
  - 2.1.2 By us, at any time prior to the commencement of the Vehicle Repair Work**
  - 2.1.3 By us, at any time following a Vehicle Assessment or following a Pre-Work Inspection; or**
- 2.2 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 in Clause 10.1.1**
- 2.3 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.**
- 2.4 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 as set out in Clause 4. 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.**
- 2.5 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**

### **3. WHAT HAPPENS IF YOU ARE INSURED?**

- 3.1 YOU AGREE TO BE RESPONSIBLE TO US FOR THE FULL COST OF OUR SERVICE TO YOU. If your insurer has passed your details to us to undertake Vehicle Repair Work as part of an insurance claim;**
- 3.1.1 You agree to pay us any excess stated under your insurance policy and you further agree that we may collect the balance of our fee from your insurer; or**
- 3.1.2 If your insurer declines cover under your policy or you are not making a claim under an insurance policy, you agree to pay us our usual retail price applicable to the Vehicle Repair Work undertaken by us.**
- 3.2 If you are insured, it is your responsibility to confirm your level and scope of insurance cover. Where you make a claim under your insurance and we have received the relevant information from your insurer, we may advise you of the excess we believe you are required to pay and we may collect the balance of our fee from your insurer. You acknowledge that we make no assurance as to the extent of your insurance policy cover or whether your insurer will accept or decline insurance cover in relation to the Vehicle Repair Work. We reserve all our rights to recover payment for Vehicle Repair Work in all circumstances including without limitation where information you have provided to us was incorrect, regardless of whether you are at fault.**
- 3.3 If the Vehicle Repair Work is the subject of a claim on an insurance policy and you are not the policyholder, you categorically confirm that your dealings with us are made with the informed authority of the policyholder.**
- 3.4 Where you are registered for VAT, you agree to pay VAT on the full costs of the Vehicle Repair Work, even where any element of the principal sum payable has or will be collected by us or otherwise paid to us by your insurer.**

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

- 4.1 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.**

#### **5. BOOKINGS**

- 5.1 We will provide Vehicle Repair Work services to you by agreement at a location agreed between you and us.**
- 5.2 Subject to the respective rights of cancellation set out in Clause 2.1, we agree with you and you agree with us that we will use our respective reasonable endeavours to:**
- 5.2.1 Make an Appointment or meet the agreed time for a Vehicle Assessment within 30 calendar days of the date of the Contract;**
- 5.2.2 Keep to the Appointment or meet the agreed time for a Vehicle Assessment we shall each endeavour to reschedule the Appointment or Vehicle Assessment to a further time and date.**

**5.3 If we are unable to provide the Vehicle Repair Work within 30 days of the date of the Contract, then the Contract shall be deemed to have been cancelled, unless you and we agree otherwise.**

**5.4 Once the Vehicle Repair work is completed, you will be asked to confirm that you are satisfied with the result. Please make sure you inspect the Vehicle Repair work carefully before you give your confirmation. We will rely on your confirmation that there are no obvious visible defects in the Vehicle Repair Work. We accept that your confirmation can not apply to things you cannot be expected to see at the time of your inspection.**

## **6. PRICES AND PAYMENT**

**6.1 Subject to our rights to cancel the Contract (we refer you to Clause 2), the validity of any price we offer you for Vehicle Repair work is fixed for 30 days from the time the offer was made. We may refuse to honour a price outside of this timeframe.**

**6.2 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.**

**6.3 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.**

**6.4 We may (but are not obliged to) offer you the ability to pay any excess stated under your insurance policy or the price agrees for or applicable to the Vehicle Repair work undertaken by instalments. Where offered to, such instalments will be subject to the following provisions:**

**6.5.1. 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;**

**6.5.2. 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;**

**6.5.3. 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; and**

**6.5.4. 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.**

**7. PRE-EXISTING DAMAGE, DAMAGE CAUSED BY US, CORROSION AND COMPLAINTS**

**7.1 We exclude all liability for repair of damage, whether visible or not, existing before we began to work on the vehicle and which we have not expressly identified as vehicle repair work to be undertaken by us.**

**7.2 We will perform the Vehicle Repair Work with reasonable care and skill and otherwise in accordance with applicable standards.**

**7.3 If we damage the Vehicle, we can arrange its repair at no cost to you. If you organise a repair yourself without our prior written approval, we do not guarantee to pay the costs you incur. We reserve the right to assess the reasonableness of such costs.**

**7.4 You acknowledge that the cost to us of repairing the vehicle in the event that we damage it is likely to far exceed the amount we charge you for the vehicle repair work. For that reason;**

**7.4.1. You must note that we would charge higher prices if we were not able to limit our liability as set out in this clause 7.4;**

**7.4.2. You agree that our total liability to you in relation to such damage is limited to: (A) The total cost of the initial quote for repairing any damage we cause to the vehicle; plus (B) for any period where the vehicle will be unavailable for use for more than 1 day, the cost to us of providing reasonable alternative means of transport or a replacement vehicle of our choice (acting reasonably), whichever costs us less;**

**7.4.3. Except as stated above, you agree that unless we have written to you to confirm otherwise before we begin work, we will not reimburse or compensate you for stress or emotional upset or inconvenience or loss of revenue, loss of income or loss of use of the vehicle or loss of business or profits or indirect or consequential or pure economic loss suffered by you as a result of such damage.**

**7.4.4. Our arbitration process is followed prior to any claims being made against us.**

**7.4.5. If our arbitration process is not followed you will be liable for any unsettled bills and any claims against the company will be invalidated.**

**7.5 Nothing above shall operate to limit our liability for fraud or death or personal injury caused by our negligence. Additionally, nothing above shall operate to remove or restrict your statutory rights to the extent that they cannot by law be so removed or restricted.**

**7.6 We will not accept or be liable for any lease car charge backs from a lease company.**

**7.7 If you have any complaints relating to our Vehicle Repair Work services or any other matter, please put them in writing addressed to “Complaints Department” as the address set out in Clause 10.1.1 below.**

#### **8. ALLOY WHEEL REFURBISHMENT**

**8.1 Please ensure that your alloys are clean, if we need to spend time cleaning your alloys there will be an additional cost of 15% on the price for the cleaning of your wheels as this adds time to the repair.**

**8.2 If we are repairing your alloys please ensure that you have the locking wheel nut to hand so that we are able to remove the bolts, if you are not able to provide this you will be liable for our call out charge 50% of the quoted cost of repair.**

**8.3 We aim to refurbish all wheels to the best of our ability but cannot be responsible for any unforeseen problems such as poor casting, hidden cracks, or excessive corrosion. These problems may only become apparent upon removal of the existing wheel coating. If the company does not believe a cosmetically acceptable or safe finish can be achieved, the customer will be contacted to discuss options before further work is undertaken.**

**8.4 Wheel refurbishment is just that, it is not a new wheel, occasionally used alloys will never look 100% perfect after its refurbishment. We ask all customers to appreciate the work done and the high quality finish that the wheels are at a small fraction of the price that a new wheel would be.**

**8.5 Customers agree to a no warranty and as close as possible colour matching when rare alloys and colours are booked in.**

**8.6 The price agreed on the quotation is the price to be paid- Only if the alloys are in worse condition than quoted for when viewed on arrival will the price change. This will most likely be a higher price.**

**8.7 Vidak Accident Repair Centre reserves the right to refuse to complete the refurbishment process if they discover at any point during the process that the wheel will not in the opinion of the company employees to be safe/legal. Wheels which are classed as in “very poor condition” may incur an additional charge. The customer will be contacted before any additional charge work is completed. Customers should be aware that certain high gloss finishes show blemishes more readily, such as Black Chrome or polished. We cannot guarantee to make your wheels perfect but will ensure they are significantly improved. Should a customer request as new finish or show wheels, additional charges will apply and be calculated on a labour basis plus materials.**

**8.8 We will do the utmost to meet any target completion time-scales given at the time a wheel refurbishment is booked. Target completion times, however, are just that, targets. Vidak accepts no responsibility for unforeseen delays within**

the process as some wheels may take longer than standard within any given process. Vidak accepts no responsibility for leaks around old valves.

8.9 Special pressure sensing valves are delicate and are often subject to being damaged during the tyre removal/bead braking process. We are unable to take responsibility of the valves and suggest customers have them removed before hand. Please refer to the vehicles handbook when the wheel/s are back on the vehicle to re-calibrate them to the cars' system.

8.10 We do not accept any liability to the damage of sills or jacking points to your car, all vehicles are jacked up from the jacking points or at a strong lifting point either on the axle or chassis leg, we will only accept liability if it is noted before we carry out repairs that there is no evident damage to the sill or jacking points.

8.11 Vidak is not responsible for resetting any vehicle computers used for monitoring tyre pressures. Owners should refer to their vehicle manual for this function.

## 9. DATA PROTECTION, PRIVACY AND SECURITY POLICY AND COOKIES

9.1 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.

9.2 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.

## 10. INFORMATION REQUIRED TO BE GIVEN

10.1 We are VIDAK ACCIDENT REPAIR CENTRE LTD, registered under company number 12628149. Our registered office and head office location is 53 Midland Road, Nuneaton, CV11 5DU. Our telephone number is 02476 347818. You can email us at [vidaknuneaton@gmail.com](mailto:vidaknuneaton@gmail.com)

10.2 We supply Vehicle Repair Work Services by prior arrangement in accordance with Clause 5;

10.3 For pricing and payment information, we refer you to Clause 4;

10.4 For information on your cancellation rights, we refer you to Clause 2;

10.5 For information relating to complaints, we refer you to Clause 7.7; and

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

## 11. GENERAL

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.
- 11.4** 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 11.4 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.
- 11.5** The Contract will be governed by English Law and you and we submit to the non-exclusive jurisdiction of the English courts.

## **12. INTERPRETATION**

- 12.1** In these Conditions, the following words shall have the following meaning:-
- 13.1.1.** "Appointment" means an appointment to carry out Vehicle Repair Work on the vehicle;
- 13.1.2.** "Conditions" means the term and conditions set out in this document.
- 13.1.3.** "Contract" means the contract under which we will carry out Vehicle Repair Work.
- 13.1.4.** "Distance Selling Regulations" means The Consumer Protection (Distance Selling) Regulations 2000 (as amended from time to time);
- 13.1.5.** "Mainland United Kingdom" means the United Kingdom but excluding the Isle of Wight, Isle of Man, Isles of Scilly, Northern Ireland, Channel Islands and all the Scottish Islands;
- 13.1.6.** "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;
- 13.1.7.** "Private Persons" means private individuals and other persons but excluding any organisations with whom we have an overarching commercial agreement relating to the repair of Vehicles;
- 13.1.8.** "Privacy and Security Policy" means the policy with that name accessible on the Website;
- 13.1.9.** "Vehicle" means the vehicle in relation to which we are to provide the Vehicle Repair Work;
- 13.1.10.** "Vehicle Assessment" means the vehicle in relation to which we are to provide the Vehicle Repair Work on the Vehicle;

**13.1.11. “We” means Vidak and “our” and “us” shall be construed accordingly. Further details can be found at Clause 10.1.1.**

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

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