

# Consumer transactions

*Nothing herein contained is intended to affect, nor will it affect, a customer's statutory rights under the supply of good and services act 1982 and the unfair contracts act 1977 or any amendment thereof.*

## 1. About us

eDub Services Ltd. ('we'/'us'/'our'), a limited company (trading as eDub Services Ltd.), registered in England and Wales under company number: 08732379 having our registered office at The Old Coach House Rear Of Eastville Terrace Ripon Road Harrogate North Yorkshire HG1 3HJ. Our business address is The Old Crown, Farnham, Knaresborough, HG5 9JD

Oura telephone number is 01423 421950.

Our email address is hi@edubservices.co.uk

## 2. Online Website Orders

Our Website, catalogue and brochure merely illustrate our Goods and the packaging of the Goods. Your computer may not accurately display the colours of the Goods. Although we aim to accurately depict our Goods and their packaging, there may be differences between the packaging and the colours of the Goods delivered to you and those shown on our Website and in our catalogue and brochure.

All orders are subject to acceptance and availability. If we are unable to supply you with the Goods or Services or Goods and Services in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside our Control or because we have identified a mistake in the description of the Goods or Services or Goods and Services or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.

If the Goods are temporarily unavailable, we will notify you by email of the date they

are expected to be available. You will have the option either to wait until they are available or to cancel your order. If you cancel your order, we will refund any sums you have paid us.

Any order placed by you for the Goods or Services or Goods and Services constitutes an offer to purchase them from us.

You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods or Services or Goods and Services.

A contract between you and us for the supply of the Goods or Services or Goods and Services (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.

If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.

We may make

minor technical adjustments to the Goods to improve them or to comply with relevant laws and regulatory requirements,

changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,

changes to these Conditions as a result of changes in how we accept payment from you,

changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.

If we make any changes we will give you written notice of the changes before we supply the Goods or Services or Goods and Services. You can choose to cancel the contract if the change would be significantly to your disadvantage.

Any variation to these Conditions which have been incorporated into the Contract or to the Contract shall only be binding when agreed in writing and signed by you and us.

### **3. Risk and title**

The Goods will be at your risk from the time of delivery.

Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including VAT and the cost of delivery.

### **4. Our rights of termination**

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

### **5. Estimates**

An estimate given for the work shall be provisional and will be subject to variations in the price of parts or materials between the date of estimate and the date of work being carried out. It will also depend on further work or parts which are found to be necessary – subject to the conditions on further work which is required.

### **6. VAT**

Any VAT shown on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged on completion of the repair will be the rate applicable at that time.

### **7. Collection**

The company will only release the vehicle to the customer after work is completed and all invoices are paid.

### **8. Storage**

If the vehicle is not collected, or arrangements are not made for its collection after completion of the work has been notified in writing, weekly storage charges at the rate applicable at the time of expiry of the said notice, may be imposed as if the vehicle repaired had been left for storage. This may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.

### **9. Payment**

Unless other arrangements have been agreed, all repairs must be paid for in full before collection. Deposits are non-refundable unless otherwise stated

### **10. Lien**

The repairer has the right to hold a vehicle after the completion of its repairs until such time as the account is paid in full.

### **11. Uncollected Goods**

The repairer may exercise his rights as regards uncollected goods under the Torts (Interference with Goods) Act 1977 and if the goods are not collected when the work is completed, or before any notice to that effect expires, the repairer may proceed to sell the goods subject to any notice under the Act. In this event, the vehicle will be sold at best market price and after deduction of the cost of repair, plus other

charges and expenses in connection with the sale, the balance will be returned.

## **12. If there is a problem with the Goods and/or Services**

If the Goods and/or Services provided do not conform to the Contract due to them not being provided with reasonable care and skill:

you should provide us with details of the problem as soon as reasonably possible;

we will receive the items at our premises, at your cost, to carry out our own assessment.

if we repeat performance of the Services to fix the problem, we will do so at our own cost and as soon as reasonably practicable.

As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Conditions will affect these legal rights.

Our warranty for parts and services is valid for one year from the date of delivery.

Our warranty does not cover;

Small performance changes with the product unless a complete failure or error codes/lights are reported

Compatibility with Public Charging Stations (EVSEs) unless the on-board system has failed completely.

Original vehicle fixtures and fittings including all 12v systems.

You must inspect the Goods on delivery or collection.

If you identify any damages or shortages, you must inform us in writing within 7 days of delivery, providing details.

We will only accept returned Goods if we are satisfied that those Goods are

defective and have carried out an inspection.

Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.

We will be under no liability or further obligation in relation to the Goods if: if you fail to provide notice as set above; and/or

you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or

the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or

the defect arises from normal wear and tear of the Goods; and/or

the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

You bear the risk and cost of returning the Goods.

Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 1 day after delivery.

## **13. Sub-Contract**

It may be necessary for the repairer to sub-contract all or part of the work to other competent repairers.

## **14. Replacement Parts**

All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim become the property of the company unless the customer requests their return prior to commencement of repairs.

## **15. Paintwork**

Where new paintwork is required and the metalwork is found to be rusted, every possible reasonable precaution will be taken to prevent such rust penetrating after completion of painting, but no guarantee can be given in this respect. If partial paintwork is required, every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match at this time or after.

## **16. Delays**

The repairer will do his utmost to complete the repair by the date and time requested, but cannot accept any responsibility for delay resulting from the non or late availability of spares, or other reason beyond their control.

## **17. Liability**

The repairer will take reasonable care of the vehicle, while in their custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to commencement of repairs.

Where by agreement with, or on the instructions of the customer, the vehicle is left outside the repairers premises, before or after normal business hours, on an unfenced part of the said premises, any risk or loss or damage howsoever occasioned, will be the customer's responsibility.

## **18. Use of personal data**

You authorise us to process and transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to,

credit reports and so that we may authenticate your identity supply the Goods and Services to you

carry out checks to ensure you have adequate funds and fulfil security and fraud prevention requirements

transmit the payment and delivery information provided by you during the order process (including any updated information) for the purpose of obtaining authorisation from your card issuer

validate your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.

inform you of similar Goods and Services we provide, but you may contact us at any time to request that we stop informing you of these.

## **19. Guarantee**

The repairer will guarantee all work against failure due to faulty materials or workmanship for a period of 12 months. This does not seek to affect your statutory rights.