



## Terms & Conditions

Before you make a booking with INCREDETAIL you should read the following terms and conditions. Once a booking has been made, you are bound under these terms and conditions.

The following words shall have the following meanings in these conditions:

“The Business”: shall mean INCREDETAIL whose registered and trading address is 1 Aylward Close, Arbourthorne, Sheffield, S2 2ex or any company, firm or individual or person it appoints as its agents;

“The operative” shall mean the person, sent on behalf of the Business to complete or carry out the/a service.

“The Customer”: any individual, firm, company or other party with whom the Business contracts.

“The email address” shall mean the email address that is entered either by the customer or provided by the customer to the Business.

“The booking” shall mean the request for the service or goods as provided by the Business.

“The Confirmation of Booking” shall mean the email confirmation, that will include the following:

1. The date on which the service shall be carried out.
2. The location designated by the Customer, location for the service to be carried out.
3. The valeting or detailing service specification or other services to be completed by the Business.
4. The estimated time within which the company will arrive at the location.
5. The vehicle that the service is being carried out upon.
6. The price for the Service.

“The keys” shall mean the keys to the above referenced vehicle that will service is being carried out upon;

Reference to any Act of Parliament or to any regulations shall include any Act or regulations surrounding or replacing the Act or regulations referred to.

1. Any Services supplied to the Customer are supplied subject to these conditions. These conditions can only be varied in writing in a document signed by a representative of the Business.
2. The Customer accepts these conditions by making a booking with the Company.
3. Any Contract for the supply of Services (“the Contract”) whether written or oral shall incorporate these conditions.
4. Any waiver or breach of these conditions shall not prejudice the Company’s rights in respect of any subsequent breach.
5. The Contract may not be assigned or transferred.
6. Payment for Products/Services provided by the Business are due upon completion, unless previously agreed before the works takes place.
7. Commercial Clients are billed on either a 7 day or 14 day turnaround. Late payments to The Company will result in a late payment fee as stated in point 9.
8. It is agreed between the Customer and the Company (without prejudice to the generality of salient clauses) that the Business may refuse the service and payment shall automatically become due if: the Customer fails to pay by the due date for any Services supplied by the Company;

- the Customer does or fails to do anything which would entitle an Administrator or an Administrative Receiver to take possession of any of its assets or would entitle any person to present a petition to wind up the Customer; and/or
  - the Customer passes any resolution to wind itself up, publishes a notice covering a meeting of its creditors pursuant to Section 98 of the Insolvency Act 1986 or any statutory modification or replacement thereof; and/or
  - the Customer if an individual has a bankruptcy order made against him/her or enters into any arrangement for the benefit of his/her creditors generally and in any such event the Business shall not be obliged to make any further delivery to the Customer.
9. The Business shall be entitled to charge interest on any part of the Contract price not paid by its due date from that date until payment (whether before or after any Judgement) at the monthly rate of 12 per cent per annum, such interest accruing on a daily basis pro rata AND the parties hereby agree that this is fair compensation for late payment and shall not be construed as a penalty.
  10. The Business reserves the right to cancel a booking at any time prior to delivery due to non-availability of staff; or where the Company has stipulated payment in advance of delivery and no such payment has been received.
  11. The default method of contact by the Business will be by **text message (SMS)**.
  12. Any service booked will be booked in co-operation with the Business, who will advise in most cases of the appropriate service based upon the information provided by the customer. Should the customer choose a lower service than is appropriate for the condition of the vehicle or than is recommended by the Business, the Business will not warrant to the lesser services effectiveness.
  13. The booking is not confirmed until a 'Confirmation of Booking' has been emailed/sms to the address/number as provided by the customer.
  14. It is the responsibility of the customer to ensure receipt and accuracy of the email/sms confirmation of booking.
  15. The Price payable and payment terms in respect of an order for Services shall be specified in advance and confirmed within the 'Confirmation of Booking'.
  16. If the Customer wishes to cancel FOR ANY REASON, they must give at least **forty eight hours notice in writing and this must be acknowledged in writing by the Business forty eight hours before the booked date**. Failure to do so will incur a cancellation charge in all cases which may be up to 100% of the cost of the service.
  17. The Business intends to turn up to all bookings made, regardless of the weather/light conditions and start and complete the service on the day as listed in the 'Confirmation of Booking'. The Business will only cancel in exceptional circumstances by telephone with written email/sms correspondence as soon as it is practicable to do so.
  18. The Customer must ensure, prior to arrival of the Business that the vehicle is emptied of all personal and non-fixed items within the car. (This includes Litter). The Company reserves the right and the Customer hereby acknowledges that right, to either make a further charge for clearance of the customer's vehicle or refuse to undertake the service which will be treated as a late cancellation and thus a charge will be levied.
  19. The Customer must ensure prior to arrival of the Business that sufficient space is available for both the Business's vehicle and their own, along with sufficient movement around both vehicles.

20. The Customer must ensure prior to arrival of the Business that the location of the service as dictated by the Customer is safe, secure and sufficient for the Business to carry out the service and further that the location allows and permits such activity to be carried out. Any parking charges required or levied as a result of the location as chosen by the Customer will be charged to the customer's account.
21. The Customer must ensure prior to arrival of the Business that sufficient fuel is contained within the vehicle to enable the engine to be started and run and the vehicle to be moved should the need arise. The customer hereby accepts that should the vehicle be required to be moved at the sole discretion of the Business, that the Business is hereby authorised to do so, though liability for such movement or the revised location remains with the customer. The Business is however not providing a warranty that it will move the said vehicle.
22. The Business may from time to time take photographs and video's to use in online marketing, such as Social Media, their website or Printed Marketing materials. Should you wish your vehicle to be excluded from this please notify the Business so a note can be made on your file.
23. If the vehicle is booked without being seen in advance and as such the level of service and estimated completion time may alter. Any alteration of service will be advised of but not compulsory and will not be charged for or proceeded with, until the agreement of the client has been sought.
24. The arrival time is estimated and can fluctuate due to a variety of reasons including the condition of a previous car, weather, traffic and other circumstances outside the control of the Business (Acts of god). This is not the liability of the Business and it shall not, nor can it ever be held liable for such occurrences. Time is not the essence of the contract.
25. It is agreed by the Customer that the late arrival by the Business does not constitute a breach of contract by the Business nor does such lateness permit the Customer to cancel the booking without charge.
26. The customer will ensure that the keys and vehicle are easily accessible and handed to the operative within 5 minutes of the Business's arrival, failing which the Business reserves the right to levy a charge or to treat the booking as a late cancellation.
27. The customer will not interrupt nor interfere with the Business during the completion of the service. Should the customer delay the completion of the service by the Business or remove the vehicle before its completion, the Business reserves the right to terminate the service forthwith, without completing the remaining outstanding specification or provide any refund.
28. Upon completion of the service the customer will be asked to inspect the vehicle and confirm that the service has been completed to the specification as explained by the Business.
29. Should the Customer be unsatisfied with completion of the service, the Customer is required to detail the points to the Operative and allow the Operative to rectify the points. In the event that the Customer cannot be present at the completion of the service, such points should be detailed in writing with accompanying photographs and must be received and acknowledged by the Company within 36 hours of the completion of the service.
30. Upon completion of the service the customer will be asked to inspect the vehicle and confirm that no damage has occurred during the operation of the Business's service.
31. Failure to make any such claim in the period(s) specified in clause 27 above shall constitute unqualified acceptance of the Service and waiver by the Customer of all claims relating to the Service.

32. Any return visits made by the Business are at the sole discretion of the Company and are not open to negotiation or alteration without the express written agreement of a representative of the Business.
33. If the Company shall be prevented or hindered from supplying all or any of the Services in accordance with the order by any circumstances beyond its reasonable control (including without prejudice to the generality of the foregoing force majeure delay by supplier trade disputes including disputes involving the Business's own workforce and all other causes whether or not of a similar nature beyond the reasonable control of the Business) the Business shall be entitled by notice by telephone or in writing to the other forthwith to rescind the Contract and in such circumstances the Business shall not be liable to the Customer for any direct or consequential loss or damage suffered by the Customer as a result of the Business's inability to perform its obligations.
34. Save as aforesaid (and save in respect of death or personal injury resulting from the negligence of the Business its servants or agents), the Business shall not be liable for any claim or claims for direct or indirect or consequential or incidental injury loss or damage made by the Customer against the Business (whether in contract or in tort, including negligence on the part of the Company or its staff) arising out of or in connection with any defects of any Service supplied or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or breach of a fundamental term thereof) of the Business or its staff in the performance of the Contract.
35. Subject only to the provisions of these conditions no statement undertaking warranty or condition express or implied by law, trade, custom or otherwise shall apply to the Contract.
36. The Customer shall indemnify the Company against all actions, claims or demands by third parties against the Business howsoever arising directly or indirectly in respect of or in connection with the Service or the Contract by the Business to supply the same upon the terms and conditions herein contained.
37. If at any time any one or more of the provisions of the above clauses or sub-clauses is or becomes invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining clauses and/or sub-clauses hereof shall not in any way be affected or impaired thereby.
38. These conditions and each and every Contract containing them shall be governed by the Laws of England and the Customer will submit to the jurisdiction to the English Court.
39. The Business will not tolerate any abuse of any kind and will take any necessary actions should any behaviours be encountered. The Business reserves the right to refuse or deny any booking or continuation of a service if found to unreasonable.
40. All Bookings will require a 25% deposit. All Deposits Will need to be paid before any confirmation of bookings.
41. Deposits are non refundable & non transferable.

#### Maintenance Terms & Conditions

- In order to join then maintenance plan, we must have carried out one of the following packages - Revitalise, Exquisite or Ceramic Coating.
- You can leave the plan at any time, however we must have at least 4 weeks notice.
- Should you miss your appointment slot, we would need to reschedule within the next 2 weeks, otherwise we may request that you have a Maintenance Extra Carried out to be able to continue with the plan.
- We reserve the right to remove anyone who does not meet the criteria of the plan.

- Should a vehicle on the plan be more heavily soiled than normal on a regular basis, we may apply additional charges or furthermore, removed.
- You are able to change the frequency of the plan, we ask you do this with one full appointments notice.