

The following words shall have the following meanings in these conditions: “the company” YDrive Limited and its associated website ydrive.co including whose registered and trading address is Unit 2C Pocklington Industrial Estate, Pocklington, North Yorkshire YO42 1NR.

“the customer”. any individual, firm, company or other party whom the company contracts:

“the service or goods” shall mean the detailing service or other products supplied by the company:

“price”. The price for the service or goods.

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 service/goods supplied to the customer are supplied subject to these conditions. These conditions can only be carried in writing in a document signed by a Director of the Company.
2. The customer accepts these conditions by placing an order with the Company.
3. Any contract for the supply of services/goods (“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. The price payable and payment terms in respect of an order for services/goods shall be as specified in writing and is exclusive of value added tax, which shall be added as appropriate at the time of booking.
7. If the customer wishes to cancel, they must give a least forty eight hours notice in writing and this must be acknowledged in writing by the Company, failure to do so will incur a 50% cancellation charge.
8. The risk in respect of all services/goods supplied to the customer under the contract shall pass to the customer when they reach the customer's premises, but the property in the services/goods shall not pass to the customer until full payment has been received by the Company and the Company shall be entitled to ask for a copy of the customer's insurance policy under which the services/goods are insured by the customer.
9. Notwithstanding the provisions of conditions 8 to 14 inclusive the Company and the customer expressly agree that until the Company has been paid in full any sums payable by the customer to the Company, any services/goods delivered to the customer remain the property of the Company and the customer shall hold them as bailee.
10. So long as property in the services/goods may not have passed to the customer the Company may maintain an action against the customer for the price of goods and for the expense of recovering any goods under the power contained in the preceding sub-clause.
11. Notwithstanding that the property in the services/goods may not have passed to the customer the Company may maintain an action against the customer for the expense of recovering any service/goods under the powers contained in the preceding sub-clause.
12. It is agreed between the customer and the Company (without prejudice to the generality of clauses 8 to 13) that the Company may refuse the service recover the goods and payment shall automatically become due if: the customer fails to pay by the due date for any service/goods supplied by the Company; (a) 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; or (b) 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 (c) 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 Company shall not be obliged to make any further delivery to the customer.
13. The Company will use its best endeavours to comply with the date or dates (if any) for delivery/despatch or delivery of the services/goods as agreed when the order is placed, but unless otherwise expressly agreed such a date or dates shall be treated as estimates and shall not be binding. The customer shall accordingly accept delivery of the services/goods when tendered and time of delivery shall not be of the essence of the contract.
14. The time of arrival given at the time of booking and subsequently within the confirmation of booking will be, even if not clearly marked, within a 1 (one) hour slot starting from the time listed. We will endeavour to alert you to any delays with this arrival time by email or telephone only. Such delays to not constitute an intention of not arriving. If no time for delivery is specified at the time when the order is accepted the customer shall be bound to accept the services/goods when delivered and the Company shall be under no obligation to delivery until the expiry of a reasonable time from the date of the order.

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15. If the Company shall be prevented or hindered from supplying all or any of the services/goods 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 Company's own workforce and all other causes whether or not of a similar nature beyond the reasonable control of the Company) the Company shall be entitled by notice by telephone or in writing to the other forthwith to rescind the contract and in such circumstances the Company shall not be liable to the customer for any direct or consequential loss or damage suffered by the customer as a result of the "Company's inability to perform its obligations.
16. In respect of contract under which the Company sells to a customer or for delivery outside the United Kingdom the customer must obtain all the necessary export or import licences, exchange control consents and all other approvals of national and regional practice and in any case not later than the date required to enable the Company to deliver on the earliest date on which the Company is entitled to require the customer to accept delivery.
17. When expedited delivery or completion is agreed to by the Company and necessitates additional costs the customer shall reimburse the Company for the amount of such costs.
18. The price for the services/goods shall be payable upon booking and prior to delivery unless otherwise agreed in writing prior to delivery and the date of delivery shall be deemed to be the date on which the service delivery vehicle/goods leave the Company's premises. A discount for earlier payment (including cash on delivery) may be available and if so this will be specified when the order is taken. The Company reserves the right to require payment in advance of dispatch of the goods in which case a pro forma invoice will be issued.
19. The Company 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 15 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.
20. The time mentioned for payment in condition 17 for goods is of the essence of the contract.
21. Where a credit limit has been notified in writing by the Company to the customer the Company may decline to accept orders for services/goods which would result in the specified credit limit being exceeded unless the customer agrees to pay cash in full on delivery. A credit limit does not oblige the Company to accept part-payment for any order.
22. The Company reserves the right to cancel an order at any time prior to delivery due to non-availability of the staff/goods; or, in the event of the Company failing to receive satisfactory references in respect of the customer, or, where the Company has stipulated payment in advance of delivery and no such payment has been received.
23. The customer may not copy, reproduce, publish or republish in any form any goods supplied to him/her by the Company or any photograph or other illustration therein.
24. The customer shall inspect the service/goods immediately upon completion/delivery and in the event of service/goods being defective the customer shall inform the Company immediately and prior to acceptance of the vehicle. Any areas of concern will be inspected and where necessary will be subject to a re-valet or process required to rectify the fault.
25. Failure to make any such claim in the period(s) specified in sub-clause 24 above shall constitute unqualified acceptance of the service/goods and waiver by the customer of all claims relating to the service/goods.
26. Save as aforesaid (and save in respect of death or personal injury resulting from the negligence of the Company, its servants or agents), the Company 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 Company (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/goods 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 Company or its staff in the performance of the contract.
27. 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.
28. The customer shall indemnify the Company against all actions, claims or demands by third parties against the Company howsoever arising directly or indirectly in respect of or in connection with the goods or the contract by the Company to supply the same upon the terms and conditions herein contained.
29. Without prejudice to the foregoing the Company shall in no circumstances be liable for any loss, damage, costs or expenses which exceed in the aggregate the price of the goods.
30. The price is based on the warranties given and accepted in the contract, the cost of purchase of the goods, the cost of insurance and the exclusions and restrictions of liability imposed in these conditions. The Company is prepared to negotiate a different price if the customer requires any variation of such warranties or extension of the liabilities accepted by the Company.
31. If at any time any one or more of the provisions of the above clauses or sub-clauses is or becomes

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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.

32. 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 of the English court.