TERMS OF SERVICE

-----

OVERVIEW

This website is operated by Sancars. Throughout the site, the terms “we”, “us”, “servicer” and “our” refer to Sancars. Sancars offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

These General Terms and Conditions are valid for both private customers (according to Section 17 of the United Kingdom Civil Code) and business customers (according to Section 13 of the United Kingdom Civil Code). Sancars services, deliveries, provision and quotes are made exclusively in line with the General Terms and Conditions as stated in this document.

This also holds true for all future transactions with private and business customers, even without explicit separate references. These General Terms and Conditions will be considered accepted once an order has been confirmed with Sancars and our order acceptance form is filled in and dispatched with goods.

Further conditions stipulated by the customer are not permitted. This regulation holds for the duration of the business contract between Sancars and the customer and requires no reiteration by Sancars UK, even after the order is placed.

Deviation from these General Terms and Conditions only then come into effect when they have been in writing by Sancars UK.

In these Conditions:

(a) "Customer" shall mean the person, firm or company that enters into a contract of repair services, carriage or other services with the Company.

(b) "Contract" shall mean the contracted services between the customer and the servicer which shall be deemed to be incorporated into these Conditions and confirmed by completion of servicers order acceptance form.

(c) "Servicer” is Sancars.

(d) "Consignment" shall mean goods contained in one parcel or any number of separate parcels or goods on a pallet or any number of pallets sent at one time to us or return back to an individual customer.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

The servicer’s quotes are binding unless stipulated by confirmation of new contract confirmation.

All contracts are deemed as binding when the customer completes and signs the servicer’s official order acceptance form. This form, Sancars Repair Request Form can be located at the top of the our homepage under the link for ‘Repair Form’. This form should be sent alongside the component which is intended to be repaired by the servicer.

The final price can differ from the price indicated within the contract. In cases where extra labour is necessary or additional parts are required by the servicer due to incorrect fault symptoms given by customer to servicer or parts within contract are found to be tampered with by a third party, the price may increase. If this is the case, customer will be informed by phone, fax or in person and a new contract for any additional work will be completed by customer before any further work is undertaken by the servicer. The changing of any failed light bulbs or clearing of warning lights within contracted part, where necessary, requires no further agreement and will be billed separately.

Estimates of repair costs and any diagnostic work entail charges for the customer. These charges will be included within repair quote agreed by customer and servicer, confirmed by contract. If the contracted work increases due to unforeseen circumstances as mentioned in Section 2 and the customer wishes not to proceed, a minimum charge of £29.99 will be billed to the customer. This charge includes the current UK rate of VAT @ 20% and standard 2 workings delivery charges. If the item within the contract exceeds 2kg, the bill will increase by £12.99 +VAT. Delivery charges can also be decreased if the customer opts for a lower standard of delivery. The minimum Test Fee charge will also be applicable if the contracted repair to the servicer cannot be repaired due to previous tamper by a third party or be damaged beyond repair due to external voltage surges i.e. jump starting and neighbouring part failure or water/fire damage.

For Instrument Cluster repair service, the LCD display or outer casing screen is not included in the price quoted.

For Clutch Actuator, Hydraulic pump is not covered and not included in price quoted.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We repair digital and analogue instrument clusters, speedometers, on-board computers, turbo actuator, clutch actuator, heater motor blower resistor, car remote fobs and other dashboard instruments.

The responsibility of installing or removing shipped electronic parts with the contract remains with the customer. Any costs incurred from such activities will not be assumed by Sancars.

Should the customer require Sancars to carry out the installation and removal of parts, this will be at the customer’s expense. Removal and refitting of any parts must be carried out at the servicer’s premises. The minimum removal and refit fee is subject to change, dependent of the type and model of vehicle within the contract. Estimates of work to be carried out can be obtained from the servicer before commencement of removal and refit of contracted services.

If Sancars find damaged parts or equipment during any contracted services by a third party, servicer reserves the right to demand payment from the customer for extra parts or labour charges. Should such additional services deemed necessary, the customer is obliged to formally place an order as stipulated in section 4 before any repairs are carried out.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any controls or input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy, check on our website for ***Privacy Policy & Cookies*** link.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – SHIPMENT, DELIVERY OF SERVICES/PRODUCT

Once contracted goods are received by us, they are fully inspected and checked for any damages incurred via transit. If any damages have incurred via transit from customer to servicer, the customer will be notified within 24 hours. We assume no responsibility for any damages incurred during shipping/transit. All shipping takes place at the customers own risk. If we are able to repair or supply replacement parts for those that have been damaged in transit a new contract will be raised. See section 4.

We endeavour to complete all contracted work within 24 hours. On average 90% of all instrument cluster parts are completed within 24 hours of receiving the goods from the customer. The further 10% of repairs are completed and returned within 72 hours. In some cases where additional none contracted work is found by servicer or further parts are required, the customer will be notified via phone and a new term will be agreed verbally. Other parts such as remote key and other dashboard parts repair time will be confirmed prior to dispatch via phone from customer to servicer. Dispatch of good from customer to servicer with contract included confirms acceptance of the repair timescale by servicer.

Once Sancars has completed contracted work, the customer will be contacted with payment request. Payment for all contracted work must be made prior to any shipment to customer. All shipments are tracked and guaranteed. Insurance value is up to a standard rate of £300 on all special delivery items. If customer wishes for a higher value this must be entered within special highlighted area within contract. If the customer opts for lower standard of delivery i.e. Recorded Delivery option, the maximum insurance value remains at £100.

The servicer takes no responsibility for lost, delayed or stolen goods during transit. Although all assistance will be given by servicer, if a case like this arises, all insurance claim steps have to be made by the customer as this is an obligatory request by the servicers shipping provider.

Final invoice of contracted work must be paid within 14 days of issuing. We will contact customer via phone, email or fax if necessary. If final invoice is not paid within 14 days, we have the right to dispose of goods. All contact attempts to the customer will be logged through the contracted repair process.

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Sancars, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 15 – WARRANTY

All contracted repaired goods are given warranty for a minimum of 24 months unless stated otherwise on completed invoice and warranty document provided by servicer to customer. A final paid invoice and warranty document will be provided at the end of all contracted completed work in person or within return goods package. Any warranty length changes must be queried within 14 days of accepted contracted services. Original contracted invoice and intact warranty seals to contracted repaired parts are essential to any warranty claim. Sancars Warranty is only applicable to the customer name or any company on the contracted invoice and is non-transferable between vehicles or customers.

4.2. If a warranty request is needed to be exercised within the term period, the customer must contact the servicer within the warranty term. If the contracted work was completed via the mail order option, the servicer will provide a 3 month cover of postage costs from the customer to servicer and back to the customer from the date of invoice issued. After 3 months of goods accepted, all postage costs must be covered by the customer. If the contracted work was carried out onsite at servicer’s location and addition removal and refit charges were contracted, these additional removal and refit charges carry a warranty for 6 months from the date of final payment of the contract.

4.3. The servicer covers all parts which have been previously repaired by the servicer back to a manufacturer’s original working condition. All labour and parts charges to the contracted repaired item, are fully covered by the servicer. If within the warranty period, a warranty is exercised by the customer and the servicer finds the contracted part deemed un-repairable, the servicer will provide a fully operational replacement or refund the contracted repair amount in full. Factors which deemed the unit un-repairable and which are not covered under the warranty include but are not limited to: fire damage, water damage, over voltage by neighbouring part, defect resulting after jump starting, improper use of contracted part, use in an application where the part was never intended. Refunds are applicable to customer who can provide original contracted invoice.

4.4. The servicer requests the opportunity to repair any fault through the servicers warranty process. If the contracted part cannot be returned to the servicer by the customer, in these situations each case will be looked at on an individual basis. Proof of further work carried out by a third party to the contracted part to achieve a working unit or an invoice if the part was replaced may be requested by the servicer.

SECTION 16 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Sancars and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 17 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 18 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

Any missing or damaged parcels should be reported to us immediately. We do have a return policy for damaged parcels which **should be returned to us within 7 days**.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us via letter/email and or by returning the goods concerned, **within 14 days** that you no longer wish to use our Services or product, or when you cease using our site. This withdrawal clause period begins from the date of contracted work completion or receipt of goods via delivery. The withdrawal request should be sent to: Sancars 125, Unit1-2, Halkin Street, Leicester, LE4 6JY, United Kingdom. Email :sancarsleic@gmail.com

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

If the withdrawal is accepted, all payments by both parties will be refunded. All withdrawal clause claims must adhere to the servicer’s Terms and Conditions.

SECTION 19 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 20 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Unit 1-2, 125 Halkin Street Leicester GB LE4 6JY.

SECTION 21 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 22 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at sancarsleic@gmail.com.

"A thousand words will not leave so deep an impression as one deed."

~ [Henrik Ibsen, Play writer and Poet](http://en.wikipedia.org/wiki/Henrik_Ibsen)