

Several Seats CIC



# Terms and Conditions

Our Policy





# Several Seats Policy

## TERMS AND CONDITIONS

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### Statement of policy and purpose of policy

### Terms & Conditions

Please read all these terms and conditions.

Access to and use of the Serval Seats website is provided by Several Seats subject to the following Terms and conditions:  
1. By using the Several Seats website you agree to be legally bound by these Terms and conditions, which shall take effect immediately on your first use of the page. Please review these Terms and conditions regularly.

### Personal information

We retain and use all information strictly under the Privacy Policy.  
We may contact you by using e-mail or other electronic communication methods.

### Customer responsibilities

You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).  
Failure to comply with the above is a customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

### Fees and Payment

The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.  
Fees and charges include VAT at the rate applicable at the time of the Order.  
You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.

### Withdrawal and cancellation

You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.  
This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply to refunds being issued.

#### *Right to cancel*

Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier, indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of services only (without goods), the cancellation period will expire 14 days from the day the Contract was entered into. In a contract for the supply of goods over time (i.e., subscriptions), the right to cancel will be 14 days after the first delivery.  
To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (e.g., a letter sent by post or email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.

### Privacy

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (<https://www.severalseats.org/privacy-policy>)

For the purposes of these Terms and Conditions:

- 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
- 'GDPR' means the UK General Data Protection Regulation.
- 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data while providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.

- b. we will only Process Personal Data for the purposes identified.
  - c. we will respect your rights in relation to your Personal Data; and
  - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
- For any enquiries or complaints regarding data privacy, you can e-mail: [team@severalseats.com](mailto:team@severalseats.com).

**Excluding liability**

The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

**Governing law, jurisdiction and complaints**

The Contract (including any non-contractual matters) is governed by the law of England and Wales.

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

