

Dorset Auto Restore Ltd Terms and Conditions

Definitions:

"Booking Date" is as detailed in paragraph 2:

"Cancellation Rights" is as detailed in paragraph 3:

"Customer" is a private individual or a company:

"Dorset Auto Restore Ltd" is the company from whom a customer obtains an Estimate and/or authorises to carry out repairs, and the Head Office

"Estimate" is as detailed in paragraph 1:

"Guarantee" is as detailed in paragraph 8:

"Improvement" is as detailed in paragraph 7

"Payment" is as detailed in paragraph 9:

"Service" is as detailed in paragraph 6:

Unless the context clearly indicates another intention, a reference to any gender includes other genders and the singular includes the plural and vice versa:

The contract to carry out work detailed on an estimate is between the Customer and Dorset Auto Restore Ltd: no term hereof shall be enforceable by third party (as defined in the Contracts (Right of Third Parties) Act 1999 (under the provisions of the Act)).

1. Estimates

Any Estimate provided by Dorset Auto Restore Ltd prior to an inspection of the damage is indicative only and is subject to revision. Once the vehicle has been inspected you will be provided with a written Estimate (or revised Estimate as the case as be) by email, or by post if email isn't available, which will be an offer to carry out repairs to the damage indicated at the price stated. The Customer's agreement to proceed with the repairs constitutes acceptance of that offer and forms a binding legal contract incorporating these Terms of Business.

Estimates are valid for thirty (30) days from the date of issue unless otherwise agreed in writing by Dorset Auto Restore Ltd.

2. Booking Date

Shall be the date on which Dorset Auto Restore Ltd confirms the arrangements, including the cost, date, time and location for the work indicated on the Estimate to take place.

3. Cancellation Rights

You have the right to cancel this contract and you may exercise this right by delivering or sending an email to the person named on the Estimate at any time within fourteen (14) days of the Booking Date. This notice of cancellation will be deemed to have been served as soon as it is

posted or, in case of an email, from the day it has been sent. An example cancellation form is set out in Schedule 1 below.

If the customer fails to cancel the booking within 24 hours of the agreed booking by email (enquiries@dorsetautorestore.co.uk) or speaking directly to us will result in a cancellation fee of 50% of the original cost.

4. Work starting before end of the cancellation period.

If you authorise Dorset Auto Restore Ltd to commence work with fourteen (14) days of the Booking Date, you still have the right to cancel this contract, but you must pay for the value of the service that has been provided up to the point of cancellation, as above.

If the service has been completed, in full, with fourteen (14) days of the Booking Date, the right to cancel will be lost and the full payment must be made to Dorset Auto Restore Ltd.

5. Repair Location.

All repairs are to be carried out at our workshop at:

Unit 13 Cambridge Road Trade Park
47 Cambridge Road,
Granby Industrial Estate
Weymouth
DT4 9TJ

Unless otherwise arranged prior to the work being carried out.

6. Repairs.

Dorset Auto Restore Ltd undertakes to carry out the Repair(s) indicated on the Estimate, if it becomes clear that, in the opinion of Dorset Auto Restore Ltd, that further work is necessary to complete the Repair(s), the customer's authorisation and agreement will be obtained before any further work is carried out that would increase the price on the Estimate. If such authorisation is not given, Dorset Auto Repair Ltd reserves the right not to continue with the Repair(s). In these circumstances the full Estimate price remains payable by the Customer, Further work that does not increase the Estimate price may be carried out without the requirement for customer authorisation.

No repairs will be identical to an automotive factory finish, which is machine sprayed to tolerances beyond human capability: no repair will be 'as good as new'

Dorset Auto Restore Ltd discharges its obligations under any repair agreement by providing a good quality, hand completed aftermarket repair. In normal circumstances, such a repair is unlikely to be detected by a casual examination of the vehicle by an untrained observer unaware of the previous damage location.

End of Lease inspectors may, as trained experts in their field, be able to identify Repairs.

The Dorset Auto Restore Ltd repair system includes elements (including but not limited to factory paint reproduction information) that are provided by a third party. Finish, including but not limited to, colour match, may be approximate only when limitations of such third-party elements prevent a more precise finish. In such a case, provision of by Dorset Auto Restore Ltd of an approximate

finish will be considered to constitute a good quality repair.

It is the absolute responsibility of the customer to advise Dorset Auto Restore Ltd of any non-original finish to any area on the vehicle, including but not limited to repairs to previous damage and re-sprays. In the case of incompatibility with a non-original finish (whether notified by the customer) Dorset Auto Restore Ltd has the right to void this contract. In these circumstances, Dorset Auto Restore will not be obliged to complete or rectify any repair(s) and the customer will not be obliged to make payment. Dorset Auto Restore Ltd has the right to void this contract, in the circumstances stated above, even if the customer is not aware of any non-original finishes to the vehicle.

7. Improvements

Stone chips, touch-ins and any other work identified on the estimate as an Improvement will not constitute a Repair and will not be undetectable against the original finish. The level of improvement is not guaranteed.

8. Extent of guarantee

Dorset Auto Restore Ltd guarantee repairs from date of completion to the owner of the vehicle whilst that person retains ownership. This guarantee is a formulation and application guarantee: that a finish will not degrade due to the paint being improperly mixed or applied by Dorset Auto Restore Ltd.

In the event of a claim, the customer must produce a copy of the invoice. It is a condition precedent to the customer being able to claim on the guarantee that such paperwork is produced to Dorset Auto Restore Ltd. Statutory rights are not affected. It is incumbent on the customer to keep the invoice and receipt as proof of work carried out. No guarantee claim shall be considered by Dorset Auto Restore Ltd without the appropriate paperwork.

In the event that the Customer meets the cost of Repair(s) for a third party, it is the responsibility of the third party to retain a copy of the invoice which must be produced in the event of a claim.

No guarantee of any sort is offered against damage or deterioration to the finish in the following ways:

By any corrosion or rust (whether or not it was evident before the repair was carried out.

Failure of the surface to which the repair is applied (i.e., as the result of a previous aftermarket repair).

Further accident damage or impact (including but not limited to stone chipping).

Inappropriate aftercare, contrary to instructions supplied upon completion of the Repair(s), including but not limited to washing the vehicle within three (3) days of completion of the work, the use of corrosive cleaning agents, i.e., acidic alloy wheel cleansers.

Improvements, as set out in paragraph 7 above, are not covered by any guarantee.

Alloy Wheel repairs are covered by a six (6) month guarantee unless otherwise stated and are subject to the above exceptions.

Any refund or liability shall be limited to the maximum of the value indicated for the repair on the

Estimate or Invoice.

The guarantee is not transferable

Claims made under the Dorset Auto Restore Ltd shall be referred to the Dorset Auto Repair Ltd Head Office, who has the right to repeat performance: to carry out the service again, if this is not possible, the right to a price reduction (which may be the full amount for the unsatisfactory repair, not necessary the full invoice value) will be considered by Dorset Auto Restore Ltd

9. Payment

Unless other arrangements have been agreed before the repair(s) is carried out, payment is due in full upon completion of the Repair EXCEPT in bulletpoint 3 below.

Payment may be made by cheque, cash, credit or debit card inc AmEx and BACS (must be completed before the vehicle is handed back to the customer upon completion) and via Payment Assist where you can spread the payment over 4mths at 0% APR.

Any refund must be made by the same means of payment as used to pay for the Service.

Third Party payment for repair are due on receipt of an invoice, before a booking can be made, this is avoid any confusion about payment and so we can release the car at the earliest convenience.

Schedule 1

EXAMPLE CANCELLATION FORM

To Dorset Auto Restore Ltd of 47 Cambridge Road, Granby Industrial Estate, Weymouth DT4 9TJ.
I/WE (*) hereby give notice that (I/We) cancel my/our contract for the supply of the following service (*)

Ordered on (*)/ received on(*)

Name of Consumer(s)

Address of Consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date