

Servicing

All offers subject to availability and cannot be used in conjunction with any other offer. Free oil and fluid top-ups available to all current Autofusion Repairs customers (between servicing appointments). Collection/delivery service and courtesy cars available by prior appointment only, courtesy cars will incur a daily insurance charge. Distance restrictions apply to collection/delivery service and vary by branch- please ask for details when booking. A charge may apply for any wheel alignment adjustments needed. Free puncture repairs carried out when appropriate. Complimentary wash & vac available after servicing/repairs have been carried out. Terms and conditions apply – see in branch for details.

Autofusion Repairs

Terms and conditions of business for the supply of goods and services.

1. Definitions

- 1.1. (i) "Agreement" means these terms and conditions together with the Job Card; (ii) "Company" means Autofusion Repairs Limited whose name is printed on the front of the Job Card; (iii) "Customer" means the customer described on the front of the Job Card; (iv) "Goods" means all goods, parts or other items to be sold by the Company to the Customer whether or not supplied in conjunction with work to be done by the Company whether by way of repairs, servicing, fitting or otherwise; (v) "Job Card" means the signed instruction from the Customer to the Company authorising the Work(s) to be carried out; (vi) "Price" means the cost of Works and/or Goods; (vii) "Vehicle" means the vehicle left by the Customer with the Company for the Work to be carried out in relation to; and, (viii) "Work" or "Works" means the work to be carried out to the Vehicle by the Company.

2. Estimates

- 2.1 An estimate is a considered approximation of the likely Price involved. All estimates are valid for 14 days from their despatch by the Company to the Customer.
- 2.2 Prices are based on prices current at the time of preparation of the estimate and the Company reserves the right to increase such Prices if the price to the Company increases between preparing the estimate and obtaining the Goods/completing the Work.
- 2.3 Unless otherwise agreed in writing, if it appears during progress of any Work that the estimate will be exceeded by a significant amount or the Work required varies in any material aspect, the Company will not continue the Work without further express permission from the Customer. Such permission may be given in 1) writing and signed by the Customer and the Company, or 2) orally – so long as the permission is therein recorded on the Job Card initialled by the Company, which Job Card forms

part of this Agreement or 3) on the Company's computerised After Sales Office data system.

- 2.4 The Customer acknowledges that motor vehicles are complex pieces of machinery, that to repair defects it is appropriate to try the least complex solution first and that further chargeable Work may be necessary if the Work undertaken does not cure the fault.
- 2.5 The Company reserves the right to request a deposit against the Price before agreeing to proceed with any Work.
- 2.6 All Prices quoted are inclusive of any applicable Value Added Tax.

3. Online work approval

- 3.1 Work may be authorised or rejected by the Customer. If the Work is approved by the Customer, the Customer authorises the Company to undertake the approved Work and the Customer agrees to pay the total figure quoted by the Company. If the cost of the Work is deemed to exceed the quote given to the Customer by the Company, the Company will contact the Customer before undertaking any additional work. The Customer can choose to accept or decline the additional work.

4. Replacement parts

- 4.1 The Company reserves the right to repair or to fit non branded parts of matching quality to those supplied by a specific manufacturer, and/or reconditioned units and/or parts where these reconditioned units are supplied by the manufacturer. The Customer shall be notified in advance where such reconditioned parts are used.

5. Authority to drive vehicle

- 5.1 The Company reserves the right to undertake reasonable mileage to road test any Vehicle in its possession which it deems necessary for the purposes of diagnosis, repair and testing.

6. Incomplete work

- 6.1 If for any reason Work requested by the Customer is not carried out in full, the Company will charge a Price for any Work actually carried out and the current Price of any Goods supplied or fitted.

7. Time

- 7.1 The Company will use its reasonable endeavours to do Work or supply Goods within any time period notified to the Customer. However time shall not be of the essence.

8. Complaints

- 8.1 If you wish to complain in relation to anything under this Agreement please refer to the attached Complaint Handling Policy.

9. Cancellation

- 9.1 No instruction in relation to Work which has been accepted by the Company may be cancelled by the Customer except with the written agreement of the Company. In the event that the Company agrees to the cancellation, the Customer shall be liable to pay for all time spent and materials used up to the time of acceptance of cancellation by the Company.

10. Completion of work and payment

- 10.1 Work shall be deemed complete when the Customer is advised of the same by the Company. The Customer will pay the Company in cash or credit/debit card for all Work done and Goods supplied (where applicable) as well as any storage charges before any Vehicle may be removed from the Company's premises. The Customer acknowledges that the Company has a right of lien over any Vehicle or Vehicles in the possession for the Company for both the price of Work done (including any Goods supplied) together with storage costs and whether any debt owed by the Customer to the Company relates to that particular Vehicle or not.
- 10.2 If a Vehicle is not collected by the Customer within 14 days of the Customer being advised that Works have been completed, the Company will charge for storage of the Vehicle at the rate of £15 plus VAT per day. If the Customer shall fail to pay all monies due to the Company and collect the Vehicle within 28 days of being notified that the Works have been completed, the Company shall be entitled to dispose of the Vehicle and the Customer shall be deemed to have given his/her consent to such sale. Where the Company proceeds to sell it, the Company may sell the Vehicle by whatever means it deems appropriate and the Customer agrees that upon such sale title in the Vehicle shall be transferred to the purchaser. Upon any such sale, the Company shall pay any balance of the proceeds of the sale to the Customer after deducting all monies due to the Company and all costs of sale.
- 10.3 Interest at the rate of 4% per annum over The Royal Bank of Scotland plc base rate from time to time will accrue on all overdue payments from the due date until payment. The Company reserves the right to refuse to supply Goods and/or services to the Customer until all outstanding sums are paid.

11. Loss, damages, liability

- 11.1 Subject as expressly provided in this Agreement, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.2 Vehicles and their accessories and contents are left entirely at the Customer's own risk. All Customers are strongly advised to remove all personal items from Vehicles.
- 11.3 So far as is permitted by statute and except in the case of death or personal injury caused by the negligence of the Company, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the supply of Goods or the provision of Works, or their use or re-sale by the Customer.

12. Replaced parts

- 12.1 All parts replaced in the course of the Work, except those that have to be returned under warranty or service exchange arrangements, will be retained by the Company for the Customer until the Vehicle is collected. If the Customer does not specifically ask to take possession of such replaced parts when collecting the Vehicle, such parts will (unless agreed otherwise with the Customer) become the property of the Company to dispose of as it deems fit.

13. Goods

- 13.1 The Company is under a legal duty to supply goods that are in conformity with the Agreement.

14. Warranty

- 14.1 The Company undertakes that it will use its reasonable endeavours to obtain for the Customer the benefit of any warranty or guarantee given by the manufacturer or importer in respect of the Goods used in relation to the Works. The Company warrants its work shall be free of defects in workmanship for a period of 3 months or 3,000 miles, whichever occurs sooner, from the date of completion of the work.
- 14.2 If the Work includes painting, then if the metal to be painted is corroded, all reasonable precautions will be taken to prevent further corrosion penetrating the paint after completion of the Work but no warranty can be given in this

respect or to the effect that the new paintwork will match existing paintwork exactly.

- 14.3 The warranty in 12.1 above is in addition to any other remedies the Customer may have under these Terms and Conditions but where applicable, does not extend to cover defects arising from (i) use of the Vehicle otherwise than for private or commercial use of the Customer or other users with his permission; (ii) failure to have the Vehicle serviced in accordance with the manufacturer's recommendation; (iii) damage in a subsequent accident, howsoever caused.

15. Force majeure

- 15.1 Any failure by the Company to perform any of its obligations under this Agreement by reason of the performance of any clause being beyond the reasonable control of the Company shall be deemed not to be a breach of this Agreement.

16. Notices

- 16.1 All written notices given by the Company to the Customer shall take effect 24 hours after being despatched by the Company in the normal course of post to the Customer address shown overleaf or immediately upon delivery by hand.

17. Whole agreement

- 17.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to this subject matter.
- 17.2 Each party acknowledges that in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than is expressly set out in this Agreement.

18. Severance

- 18.1 If any term or provision of this Agreement shall be held illegal or unenforceable it will to that extent be deemed to be omitted from the Agreement and the validity or enforceability of the remainder of this Agreement shall not be affected.

19. Alternative dispute resolution and proper law

- 19.1 In the event that a complaint cannot be resolved, once you have exhausted our internal process you may refer the dispute to the National Conciliation Service (NCS) via the [NCS website](#).

19.2 This Agreement shall be governed and construed in accordance with law of Scotland.

20. Rights of third parties

20.1 This Agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Agreement.

Nothing contained herein shall affect the statutory rights of a consumer.

How information about you will be used

- 21 The Autofusion Repairs Limited group of companies (Autofusion Repairs) may use information provided by you now and in the future in a number of ways, for example: (i) to verify Your identity and obtain information on Your current vehicle; (ii) to help us decide whether to enter into a contract with you; (iii) to carry out our obligations arising from any contracts entered with you; (iv) to provide you with information on products and services; (v) to make lending decisions; (vi) for fraud prevention; (vii) for statistical analysis, market research and to understand your preferences. Details of the Autofusion Repairs group of companies are available from our website at www.autofusionrepairs.co.uk.
- 22 We may disclose your information to the appropriate vehicle manufacturer and related companies in order to prevent fraudulent warranty claims.
- 23 Inbound and outbound telephone calls may be recorded for training and monitoring purposes. All call recordings are kept by a third party who only have processing rights over your data and will not contact you.