

## Dentmagic Southwest Ltd Terms & Conditions

### 1) DEFINITIONS

“Goods” means any goods and/or services and/or repairs provided by the Company as ordered by the Client

“Company” means Dentmagic (Southwest) Ltd.

“Client” means the person, firm or company placing an order with the Company. “Contract” means repairs to the vehicle as agreed by way of estimate whether or not signed by the Client.

### 2) APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Client.

### 3) FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Client’s contract with the Company. Terms and conditions on the Client’s order form or other similar document shall not be binding on the Company.

### 4) QUOTATIONS

The prices, repairs and repair times stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve. If the estimate cannot be adhered to the Company will notify the Client before proceeding. All estimates/quotes provided by email/phone/SMS are subject to inspection in person. All quotes/estimates are valid for 3 months from date of issue.

### 5) ORDERS/INSTRUCTIONS TO REPAIR

Orders will be deemed to have been placed when an email confirmation has been received from a responsible executive of the client company, a deposit has been paid, credit or debit card details have been supplied and /or a booking has been made (either verbally or in writing).

### 6) RIGHT TO SUB CONTRACT

Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work without notice to the client.

### 7) TIMETABLE

The Company will use its best endeavours to supply the services or materials or complete repairs within the quoted time; however the Company will not be liable for any losses incurred as a result of any delays in completion and return of the vehicle.

### 8) COPYRIGHT

The Client acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by United Kingdom copyright laws, international treaty provisions and all other applicable national laws.

#### 9) RISK OF LOSS/DAMAGE

The Company will take all reasonable steps to ensure protection from loss, damage or destruction of the vehicle/contents/fixtures/fittings. The vehicle will be covered by the Company insurance whilst in our care unless otherwise stated. We will not be liable for the loss or damage to any valuables or personal possessions left in the vehicle whilst it is in our care please note there are signs in both our branches clearly stating this. On drop off of your vehicle we will walk around the vehicle with you and point out any other damage we can see. If your vehicle is dirty or wet on drop off this inspection won't be able to take place so the company will not take any responsibility for any other damage found.

#### 10) PAYMENTS

10.1 New clients or other clients out of terms may be expected to pay in advance for their services or payment is to be made upon collection of the vehicle. Unless previously agreed the vehicle will not be released upon completion without full and final settlement of the account.

10.2 All other invoices issued by the Company for account Clients shall be paid by the Client within fourteen (14) days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgment at the rate of five (5) percent above the Base Rate of The Bank of England in force from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the invoice date may incur a surcharge of either £30 or 5% of the outstanding amount, whichever sum is greater. Legal action will be taken for unpaid invoices over 60 days.

10.3 If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of receipt of the vehicle and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then

outstanding shall also be payable in accordance with these payment terms. 10.4 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

#### 11) CANCELLATION

Non account Clients will be asked to pay a non-refundable deposit upon making their booking. A £50.00 Admin fee is charged in the event that the Client does not keep to the booking. If parts are needed for the repairs then the full parts cost will be taken upon a client making their booking, in the event that the client does not keep to the booking and cancels then the full cost of parts will be charged because the parts can not be returned. If the parts can be returned or you want to take the parts then a Admin fee of £50 will be charged on top of the parts cost.

## 12) NOTICE

All written notices to be served on or given to the client shall be sent or delivered to the client's principal place of business and shall be treated as having been given upon receipt.

## 13) CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

## 14) EMPLOYMENT OF PERSONNEL

Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with the trade of car body repairs or similar.

## 15) MOBILE REPAIR SERVICES

Mobile services will be arranged at the discretion of the Company. Services may require access to electricity and/or safe off street parking as determined by the Company at the time of booking.

## 16) WARRANTY

Any warranty will only be honoured upon production of the Company invoice and/or receipt with a date. If you have a lifetime ownership warranty (end date 01/03/23) this is only valid with a yearly check at the Branch of where the work was completed. Also you will be given a warranty card to keep as proof of your yearly quality checks this must be kept and be shown fully stamped to stay valid.

16.1 The Company provides a warranty with all work carried out by itself unless otherwise stated. All guarantees and warranties apply to the registered owner and keeper at the time of Contract and cannot be transferred.

16.2 Bodywork and paintwork carries a 3 year ownership warranty - start date 01/03/23 (see 16 for details)

16.3 Alloy Wheel welds and buckle repairs have NO guarantee or warranty and is authorised at the owner's sole discretion. Dentmagic Southwest Ltd take NO responsibility and are not liable for any accidents.

16.4 Painted and manual polished Alloy Wheels carry a 12 month warranty.

16.5 Paintless dent removal & Interior repairs of any kind carry NO warranty or guarantee.

16.6 The Company shall not supply a guarantee or warranty where the work was subcontracted to a third party company, Unless otherwise agreed.

16.7 Any guarantee or warranty can be made null and void in the event of additional repairs being made to the area of repair by a company other than Dentmagic Southwest Ltd.

16.8 Repairs by Dentmagic SW Ltd classed as improved/best possible repairs which have been requested by the customer to just do our best possible come with NO warranty or guarantee.

16.9 Blend panels - Dentmagic SW Ltd will always advise blending the colour into the next panel when the repair is close to the next panel. We will not guarantee any colour match edge to edge perfect. A blend will always be needed to get that 100% perfect colour match.

16.10 Any guarantee or warranty can be made null and void in the event of any valeting products damaging the repairs due to poor negligence/heavy wear and tear or damage by another cleaning company or home valeting products. We can advise on safe to use cleaning products.

#### 17) SUPPLY OF COURTESY VEHICLE

The Company may offer to supply a vehicle for use by the Client during the period of repairs.

17.1 The Client should complete and produce a driver's declaration on the DVLA website <https://www.gov.uk/view-driving-licence>

#### NOT JUST YOU THAT WANTS TO DRIVE THIS VEHICLE ?

All drivers will need to complete a drivers licence check or they will NOT be covered on the company insurance and will be fully liable for any damages or fines. 17.1a Age restrictions on insurance - If you are under the age of 25 or over the age of 75 or you have not held a full driving licence for a period of 12 consecutive months then we have restrictions please call 01179 720333 for your options.

17.2 The Client will be liable for the vehicle for the duration of use and any damage incurred whether as a direct or indirect result of the actions of them or others.

17.3 In the event of damage to the vehicle the Client must report this to the Company as soon as is reasonably possible, allowing for periods of closure at the Company.

17.4 The Client will be liable for an accident excess of a minimum of £500 or the agreed amount due to risk on age restrictions. (We do offer a EXCESS WAIVER for a fee of £49.00 please call 01179 720333 for details).

17.5 Whilst the vehicle is in their care the Client should take all reasonable steps to ensure the safety of the vehicle and remove any personal items.

17.6 The Company will hold the details of the Client on record for a period of not less than 3 months. In the event that the Company is notified of any driving or

criminal offences being reported the Client will be responsible for any fees or penalties and we reserve the right to pass the Clients details to any official third party who requests so.

17.7 You will be asked to check the vehicle inside and outside and record any damage with the Dentmagic staff, please also check the fuel level and record the fuel type. It is your responsibility to bring the vehicle back to us in the same condition you collect it, you will be asked to sign and print on collection and return of the vehicle. The vehicle MUST be returned on the agreed time and date if this is not possible please call to rearrange. A charge of £75 a day for any courtesy vehicles not returned on the agreed time and date will be incurred.

17.8 Dentmagic Southwest Ltd insure all the vehicles on a fully comprehensive policy but you can insure the vehicle on your insurance policy but we must see written proof and the cover must be fully comprehensive.

17.9 Please note - All Vehicles are NON SMOKING and NO PETS or ANIMALS allowed inside the vehicle. A valet fee of £95.00 will be charged if traces are found and we need to get the vehicle professionally cleaned after.

17.9a BREAKDOWN COVER is provided by the RAC or Manufacturers warranty and the information on what to do will be in your glovebox or on a sticker on the windscreen. TYRES AND WINDSCREENS - Punctures or damage to the tyres or damage to the windscreen will be your responsibility and costs to repair or replace tyres and windcreens will be passed onto you the client.

17.9b FUEL LEVEL - Please note in the event you do not return the courtesy vehicle with the same amount of fuel you will be charged a minimum of £12 per missing bar of fuel this depends on the type of vehicle you have used. You will also be charged a fee of £15 for admin & refuel costs. \*\* Please ensure you bring the fuel receipt with you as proof that the courtesy vehicle has been refuelled back to the correct level upon your return \*\*

17.9c RESTRICTIONS ON USE - The vehicle must NOT be used for taxi, private hire, courier or delivery services. A limit of 50 miles per day applies unless Dentmagic have agreed with you to have more miles any excess miles will be charged @75p per mile.

## 18) LIMITATION OF LIABILITY

18.1 The Company shall not be liable for any claim arising out of the performance, nonperformance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods.

18.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

## 19) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its subcontractors being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

## 20) GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 21) DISPUTE

In all cases of dispute the Company will review the details on a case by case basis, additional advice may be sought where necessary. The outcome of any such dispute will be the Company's full and final decision.