

## Llandow Tuning Terms and Conditions of Business

General & Definitions	
1.1	These terms are the only terms on which Llandow Tuning Ltd ("The Company") contracts with the Customer (i.e. you the person using the website, authorising work or as is named on paperwork). The Company accepts vehicles for repair, examination, garaging or for any other purpose, only on and subject to the following terms and conditions (in addition to any other conditions stated on the face hereof).
1.2	Save where the context forbids, the expression "vehicle" wherever used in these conditions includes car, lorry, van, trailer, caravan, invalid carriage, and cycle, and, as a separate unit or otherwise, engine, axle, gearbox, clutch, generator, starter, battery and each and every component of a vehicle.
1.3	"Goods" means all goods, parts, or other things to be sold by the Company to the customer, whether or not supplied in conjunction with the work to be done by the Company.
1.4	"Work" means any work to be done by the Company whether by way of repairs, servicing, fitting or otherwise.
1.5	"Reasonable Costs" means the Company's current standard hourly rate which is £75 per hour for every hour a technician worked, transported, or waited with a vehicle or admin time associated with office staff working on the vehicle, plus any other sum billed to the company by a third party relating to the vehicle or any fuel, consumables used or any disposal charges.
1.6	The terms of business herein will not affect the Customer's Statutory Rights. The customer is deemed to have accepted these terms of business if they, or their representatives, give instructions by any means (including leaving a vehicle without full handover) for work to be done or goods supplied, and a contract will only come into being upon acceptance by the Company of such an order.
1.7	In connection with any inspection, repair, or contemplated repair, or other purposes for which a vehicle is accepted by the Company for works, the customer is deemed, unless express notice in writing is given to the contrary, to have authorised the driving of the vehicle on the road or elsewhere.
1.8	Any notice to the customer posted to the invoice address shall be good notice. All written notices given by the Company to the Customer shall take effect 24 hours from dispatch by the Company in the normal course of mail delivery to the invoice address.
1.9	No alteration or qualification of these printed terms and conditions shall be effective unless in writing, signed on behalf of the Company by a director or a duly authorised officer of the Company. No other person has any authority to alter or qualify in any way the above printed conditions or to enter into any contract for repair for any of the purposes set out in the preamble above on behalf of the Company otherwise than on such conditions.
1.10	The Company shall be entitled to carry out its obligation under this contract by use of subcontractors but shall be responsible for the quality of subcontractors' work.
1.11	Any Terms and Conditions supplied or referred to by the Customer shall have no effect on this contract.
1.12	A person who is not a party to this contract shall have no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This clause does not affect any right to remedy of any person which exists or is available otherwise in pursuant to that Act.
1.13	The invalidity, illegality, or unenforceability of any provision of these conditions or other related contract should not affect the other conditions.
1.14	The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
Estimates	
2.1	An estimate is a considered approximation of the likely cost involved. All estimates are valid for 14 days from the date of the estimate by the Company to the Customer. An estimate is not a quotation or a fixed price agreement.
2.2	Prices of goods 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 cost to the company is increased between preparing the estimate and obtaining the goods.
2.3	The Company reserves the right to increase the contract price should additional repairs be found to be necessary on dismantling of the vehicle.
2.4	Unless otherwise agreed in writing if it appears during progress that the estimate will be exceeded by a material amount (more than 50% of original estimate) the Company will obtain permission to continue (which need not be in writing) from the Customer.
2.5	Whereby a vehicle is present in the workshop pending acceptance of an estimate if instructions are not received from a customer in response to the estimate within 3 days of the date of the estimate, the company may apply a storage charge at its current rates.
2.6	Estimates will be based on ICME, Autodata or Manufacturer based timings. We may vary these times based on our experience of that job and / or the condition of the vehicle.
2.7	Any verbal indication of price does not form a quotation or estimate and is merely an informal indication.
Uncompleted Work	
3.1	If for any reason work requested by the Customer is not carried out in full the Company will charge a reasonable amount for any work actually carried out and for any goods reasonable.
3.2	An order or instruction which has been accepted by the Company may be cancelled by the customer only with the agreement of the Company. The Customer will pay the Company for all costs, charges or expenses incurred by the Company up until and as a result of the cancellation. Similarly, if goods have been ordered, the customer will be required to accept ownership and pay for them or accept and pay any restock fees applicable. A cancellation can only be accepted by the Company when all sums due have been paid.
3.3	If the Customer cancels a job before completion, the Company will charge for any work required to return the vehicle to the condition it was in upon arrival.
3.4	If a customer wishes to remove a vehicle after work has commenced, then they are required to pay the balance for works done to that point in time. If the vehicle is returned to us to complete further work, it will be considered a variation of the original job sheet and an extension of that contract, thus the original job sheet remains a valid contract. There may be additional charges which will arise from taking the vehicle after work has started.
3.5	Any works ceased part way through or at a point whereby the Company has recommended further works will be subject to a Cessation of Works contract.
Variations	
4.1	Any variation agreed between the Company and the Customer in work to be done or goods to be supplied shall be deemed to be an amendment to this contract and shall not constitute a new contract.
4.2	Variation of any kind in the estimate, or the scope of the repair, or the prices chargeable, or otherwise howsoever, shall be subject to all these conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract, and the original contract shall remain in force, but as so varied. No act of commission or omission by the company in relation to any vehicle shall constitute a 'deviation from the contract', nor shall any such act disentitle the company to the benefit of any of these conditions.
4.3	Leaving a vehicle and/or keys with us for works (whether in person, by agent or third party) constitutes acceptance of these terms regardless of signing the declaration. All work undertaken by the Company is done so under these terms and conditions.
4.4	The hourly rate may be varied at at the discretion of management to reflect a discount or specialism. Any variances in the labour rate will be advised prior to the commencement of the job otherwise our standard labour rate is applicable.
Time	
5.1	The Company will use its best efforts to do work or supply goods within any time period notified to the Customer. However, time shall not be of the essence. The Company accepts no liability for any inconvenience caused by the loss of the vehicle or for consequential damages, regardless of delays in diagnosis or repair.
5.2	The Company accepts no liability for delays caused by parts suppliers or parts manufacturers.

5.3	The Company accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of the company, including but without limitation, unwell staff, lockouts, civil disputes, acts of God, war, or actions by third parties.
5.4	Advanced investigations and diagnostics can be time consuming and finding a fault may take a long time. No timescale can generally be given to resolve a complicated problem.
5.5	The vehicle is only ready for collection when you have been contacted to advise of its completion.
5.6	The company accepts no liability for delays caused by sourcing of used or reconditioned parts.
<b>Completion of Work &amp; Payment Terms</b>	
6.1	Work is deemed complete when the Customer is advised by the Company as such or when a customer requests the work is stopped.
6.2	The Customer will pay the Company for all work even that unfinished and goods supplied before any vehicle may be removed from the Company's premises.
6.3	The Company shall have a general lien on a vehicle and all its contents for all monies owing to the Company. Interest at the rate of 2% per month (apportion-able by the day) will accrue on all overdue payments from the date of invoice.
6.4	The Company is entitled to charge £20 per day storage for each day the vehicle remains on-site following the date of invoice.
6.5	If the Customer's indebtedness (this includes any outstanding invoices including storage charges) to the Company are not satisfied within 3 months of the first outstanding account rendered to the Customer, the Company shall be entitled to sell the vehicle and/or the contents thereof by public auction or private treaty. The Company will notify the Customer at the invoice address of its intention to sell the vehicle. The net proceeds of the sale shall be applied towards satisfying monies due from the customer to the Company, and any balance shall be paid by the company to the Customer on demand.
6.6	Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the full price thereof together with any monies due to the Company under this contract.
6.7	The Company shall not be liable to the Customer for any loss or damage occasioned by release of the vehicle to any person(s) or recovery agent(s) provided that such person(s) shall have held themselves out as duly authorised by the Customer to take possession of the vehicle on collection or by request for us to arrange delivery.
<b>Loss or Damage</b>	
7.1	The Company is only responsible for loss or damage to any vehicle, or its accessories caused by the negligence or deliberate act of the Company or its employees. Under no circumstances will the Company accept liability for loss or damage because of circumstances beyond the control of the Company. This includes, but is not limited to, fire or theft. The Customer must rely upon their own insurance for any loss or damage not the responsibility of the Company.
7.2	All vehicles should be taxed and insured. The Company reserves the right to park the vehicle outside of the unit if space limitations necessitate the fact. Beyond providing reasonable measures to protect vehicles, the Company accepts no liability for loss or damage because of this. The Customer must rely upon their own insurance.
7.3	The Company shall take reasonable care of the vehicle while in its custody. The Company is only liable for loss or damage to a vehicle, or its accessories caused by Company negligence. The Company will determine whether to repair or replace the damaged item or alternatively offer a compensation payment. The Company will arrange any repairs or replacements through suppliers of their choosing.
7.4	The Company cannot accept liability for loss of or damage to personal property or business goods left in the vehicle. The Company advises the Customer to remove all items of value not related to the vehicle prior to work commencing. All contents are left entirely at Customers own risk.
7.5	Advice given by agents or representatives of the Company during telephone conversations without inspection of the vehicle is based entirely upon information given by the Customer and as such is indicative only. Advice given after visual inspection of the vehicle shall amount to opinion only.
7.6	The Company shall accept no liability for death or personal injury unless caused directly by the Company's negligence.
<b>Replaced Goods</b>	
8.1	All goods replaced during any work done, except those that must be returned to manufacturers or suppliers under warranty or exchange arrangements will be retained by the Company for the Customer to view until the vehicle is collected. If the Customer does not specifically ask to take possession of such replaced goods when collecting the vehicle, then they become the property of the Company to dispose of as it deems fit.
<b>Vehicle Modifications</b>	
9.1	The Company accepts no liability for any customer authorised vehicle modifications.
9.2	All Tuning, DPF or EGR Modifications are performed subject to an additional Disclaimer Agreement that they are for the purposes of diagnosis or offroad / motorsport / export vehicles.
<b>Warranty</b>	
10.1	The Company warrants all new parts fitted to the vehicle in accordance with the applicable statutory rights at the time of supply or repair.
10.2	All Tuning, Remapping and Dyno Time is supplied at the owner's risk and is subject to a waiver being signed before works commences. It is also subject to section 12 of these terms and conditions.
10.3	The Company warrants its work free of defects for a period of 3 months or 3,000 miles, whichever occurs sooner, from the date of completion of the work.
10.4	The Company warrants that it will (at the Company's choice) either repair or replace or refund the full purchase price any goods which are accepted within the warranty period by the company as being defective or not in accordance with the contract or any express description or representation given or made by or on behalf of the Company.
10.5	The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses, or other liabilities whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded expect to the extent that such exclusion is prohibited by any rule of law.
10.6	A claim under this warranty shall not entitle the Customer to cancel or refuse payment.
10.7	This warranty will not apply and or be null and void where (unless agreed in writing): (A) The defect or fault is attributable to defective materials supplied by third parties where the Customers only remedy will be against the third party (B) The Customer supplied the parts or arranged for the supply of parts directly with a third party (C) The vehicle has been used for competitions, racing, track days or record attempts (D) The vehicle has been abused in any way or damaged by wear and tear, neglect, rust or improper or failure to maintain in accorded with the manufacturer or our recommendations or where the vehicle has been damaged by any subsequent accident. (E) The vehicle has been subsequently modified or any parts have been removed and/or refitted or where any parts has been tampered with by a third party or by the Customer. (F) The Company was not given a right to repair the vehicle before any remedial work was authorised by the customer with a third party.
10.8	If a problem develops with the vehicle while covered under warranty the customer will: (A) Contact the Company as soon as possible (B) Not authorise any third party to repair the vehicle without the company's prior express permission. (C) Arrange recovery of the vehicle to the company's workshop in Llandow. It is the customer's responsibility to have breakdown recovery on their vehicle, the company therefore accepts no responsibility for any recovery costs organised independently of the company.
10.9	In the event the company is unable to validate the warranty claim due to the company determining the reported fault not being related to the work performed or related to the parts supplied by the company: (A) The company will instruct an Expert Third Party examiner to make a judgement regarding the parts and workmanship, should the examiner find no fault with the workmanship the company may at its discretion or at the customer request instruct a Franchised main dealer of the companies choosing to examine the vehicle in a blind manor. In the interests of fairness, the vehicle will be booked with the dealer in a personal name and the dealer will be asked to diagnose the customer reported fault. The conclusion of the Franchised Main Dealer will be final and will be binding on the company and the customer as to the origin of the fault.

	(B) Where a claim is not validated and therefore rejected the claim will be treated as any other chargeable diagnostic job. The customer agrees to reimburse the company for all reasonable costs and out of pocket expenses including labour spent by its technicians to attempt diagnose the fault at our current labour rate, costs related to administration of the warranty claim and all costs associated with instructing the Expert Third Party examiner and the Franchised dealer. (C) Where a Franchised Dealer has examined the vehicle and concluded regarding the fault. No other subsequent examinations of the vehicle may alter the validity of the warranty claim unless both parties agree.
<b>Recovery Services &amp; Test Driving</b>	
11.1	We do not provide in-house vehicle recovery or transportation services. Vehicle recovery arranged through us is outsourced at the customer's own risk. Under no circumstances will the Company accept liability for loss or damage because of recovery services. Any disputes should be raised directly with the contractor providing the service and their insurance.
11.2	Test drives are essential to ensure that we have experienced the reported fault and to recheck after repairs that all issues are resolved. Mileage applied and fuel used are an essential part of the job and the Company is not liable for fuel used in the process.
11.3	Test drives vary in length and on some types of works a longer journey is required. If the car is staying overnight we reserve the right to carry out a longer test drive by a technician driving the vehicle to his house and back in the morning under our insurance.
<b>Tuning and Remapping</b>	
12.1	The companies Tuning and Remapping service is provided on the basis that it is done so at the owner's risk and is subject to an additional waiver being signed.
12.2	The companies tuning database provides an estimated power gain. These are just estimated and results will vary from car to car.
12.3	The time the company spends tuning a vehicle is chargeable.
12.4	The company does not offer refunds for tuning because the tuning is a result of time worked and any charges including flat rate charges are in exchange for the labour worked.
12.5	Should the customer not be happy with a tune/remap or a fault develop. The company will endeavour to investigate the issue and tailor any tuning to resolve the issue for free, expect where the problem is a result of an issue with the customers vehicle or customer supplied parts.
12.5.1	The customer agrees to give the company one opportunity to investigate any issue or problem they experience with the vehicle after a remap.
12.6	Should the customer wish to return the vehicle to stock. I.e. the company install standard software on a car following a remap or tune provided by the company. The company will do so without charge.
<b>Disputes &amp; Resolution</b>	
13.1	In the event of a conflict or problem, the Customer agrees to allow the Company the opportunity to have an independent assessor engineer inspect the vehicle and provide a written report to establish any liability issues. If the company is exonerated, the company reserves the right to pass the associated costs onto the customer.
13.2	Should a dispute arise, and the company instructs a Franchised Dealer the customer agrees to be bound by the franchised dealer's conclusion. If the company is exonerated, the company reserves the right to pass all our associated costs onto the customer.
13.3	In the event of a legal dispute in a court of law, the Customer agrees to pay the Company legal costs in the event of losing the case.
<b>Customer Service Information</b>	
14.1	Any concerns should be reported to <a href="mailto:enq@tuning.wales">enq@tuning.wales</a> .
14.2	Our Address Information: Llandow Tuning, Unit 11 Sambucus Ave, Llandow Trading Estate, Cowbridge, CF71 7PB