



PAINTLESS DENT REPAIR NI LIMITED VEHICLE REPAIR CONTRACT TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the provision to the Customer of any Services (as “Services” is defined in Clause 1 below) by the Garage, namely Paintless Dent Repair NI Limited of Red Brae Industrial Estate, 3 Drumalig Road, Lisburn, BT27 6UD **OR a company registered in Northern Ireland** under number NI668730 whose registered office is at Red Brae Industrial Estate, 3 Drumalig Road, Lisburn, BT27 6UD (“the Garage”); and
- B. where the Customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1, Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Consumer”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
[“Courtesy Car Agreement”]	[means a separate agreement between You and Us containing the terms of agreement on which You have any courtesy car in accordance with Clause 10 of these Terms and Conditions;]
“Customer/You/Your”	means a Consumer customer of the Garage who requires its Services;
“Estimate”	means a document/text giving the approximate Price of the Work;

“Garage/Us/We/Our”	means the Paintless Dent Repair NI Limited garage whose place of business and contact address is the same address as above and reference to the Garage shall include reference to any and all of its staff including technicians;
“Invoice”	means a final invoice/receipt giving the total Price of the Work;
“Manufacturer”	means the manufacturer of the Vehicle;
“Price”	means the fee payable for the Work including parts, labour, VAT if applicable and any additional charges;
“Quotation”	means a document/text giving the agreed fixed Price of the Work which we shall not vary without your explicit agreement.
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Services”	means any type of SMART body repair of Vehicles;
“Vehicle”	means Your vehicle which may be a car, van, motorhome, motorcycle, caravan or trailer;
“Warranty Period”	means the duration of the warranties provided by Us in accordance with Clause 9 of these Terms and Conditions; and
“Work”	means the particular Services that We agree to provide to You;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and

1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular shall include the plural and vice versa; and.

1.5 References to any gender shall include the other gender.

2. Booking

2.1 Booking for any Work will be arranged and confirmed by telephone, email, text message, Facebook or Whatsapp;

2.2 When a booking is being set up, You must give Us the following information::

2.2.1 Customer contact details;

2.2.2 Vehicle details, vehicle make/model and age;

2.2.3 The nature of repairs required;

2.2.4 A deposit may be required;”

2.3 Once the vehicle has been booked in there will be a binding contract between You and Us for the Work; the binding contract will on the Terms & Conditions set out in this agreement.

2.4 Once the vehicle has been booked in You are and will be a “Consumer” as defined in Clause 1 above.

2.5 You can cancel or reschedule your booking and receive a full refund of your deposit up to 7 days of the booking date.

2.5.1 Cancellations within 7 days of the booking date deposits will not be refunded.

3. Payment and Invoices

3.1 If We require a deposit or similar prepayment, We shall state it clearly during the Estimation and You must pay it within 48 hours of booking;

3.2 From the point at which Work on the Vehicle commences up until the point at which You have paid in full all sums due, We shall have a general lien on Your Vehicle (i.e. a right to possession of property until payment is made for work done to that property) for all sums due;

3.3 All sums due are payable in full at the time of vehicle collection;

3.3.1 The vehicle will remain on our property until all sums due are paid in full;

3.4 Following Our completion of the Work and after vehicle collection, We shall issue an invoice/receipt to You;

3.5 The invoice/receipt will provide a comprehensive summary of all of the Work done and will provide full details of all parts and labour including the Price payable for it.

3.6 You may make payment by cash, credit/debit card or bank transfer; Debit/credit cards have a 1.69% transaction charge.

In addition to Our rights under sub-Clause 3.2, We shall have the right to sell the Vehicle at Your expense if any sum due remains unpaid following 14 days. The 14 day period will begin as soon as the repair Work is completed.

From the due date of payment until We take the action set out in sub-Clause 3.8, any outstanding sum will incur interest on a daily basis at 10% above the base rate of Bank Of England from time to time until You make payment in full.

4. Insurance Claims and Accident Damage

4.1 If the Work to be carried out on the Vehicle is the subject of an insurance claim, You (or the policyholder if he/she is not the same person) must sign any

documents required by the insurer to be signed to authorise payment to Us for the Work;

4.2 We shall not be responsible for any delay in completing the Work and / or returning the Vehicle to You where that delay arises out of any actions of the insurer including, but not limited to, the withholding of payment.

5. The Work

5.1 We shall use reasonable endeavours to ensure that all parts required for the completion of the Work will be in stock to enable Us to carry out the Work when it is booked to be carried out but We will tell You if, due to non-availability of parts or a delay in their delivery, We are unable to begin the Work on the date We have arranged with You and to complete it within the total amount of the time referred to in sub-Clause 5.5;

5.2 If We cannot carry out and complete the Work due to non-availability of parts or a delay in their delivery, then when We tell You that (as set out in sub-Clause 5.1), You may either make arrangements with Us for a re-booking or You may exercise Your right to cancel as set out in Clause 11;

5.3 We shall agree with You before We begin the Work on all parts that We are going to use;

5.4 We will tell You before We begin the Work the amount of time We initially estimate that We will need to carry out the Work subject to any additional time needed under sub-Clause 5.6. We shall tell You promptly on discovering a need for such additional time and the reasons for needing it;

5.5 If We find during the course of the Work that We need to use additional parts and / or labour, We will only order additional parts or carry out additional Work if You first explicitly consent. For that purpose We will tell You immediately and give You an estimate for both the cost to You of additional parts and labour and also an estimate of the amount of additional time We need to carry out the additional Work;

5.6 If We replace any parts, We will make the original parts available to You to view and examine up to and including the time that You collect Your Vehicle. You may only remove those parts from the Garage if You will dispose of them in an environmentally responsible manner. If You do not wish to inspect and / or remove the parts, We shall dispose of them after You collect Your Vehicle; and

5.7 We shall use reasonable endeavours to ensure that We take good care of Your Vehicle and any of Your possessions inside it but We nevertheless advise You to remove all possessions from the Vehicle before We begin the work.

5.8 We will do our best to match the vehicles original factory paint finish; You accept there may be small colour tolerances due to the SMART repair area being kept to the minimum to reduce costs to You;

5.9 We repair damaged panels where possible to keep Your costs down. For this reason You accept there may be small tolerances to the final repair.

5.10 If for any reason You are not happy with the final repair; You agree for Us to complete a rework; Failure to comply will be a breach of this agreement;

6. Vehicle Warranties

1.1 If the Vehicle is covered by a Manufacturer's new vehicle warranty, anti-

perforation warranty or rust / corrosion warranty at the time the Work is carried out, it is Your responsibly to establish if our work will invalidate any warranty.

1.2 We shall not be responsible or liable for any lose of any warranties.

7. Insurance, Damage and Liability

7.1 We shall at all times have in place suitable and valid insurance, including public liability insurance;

7.2 We shall not be liable to You for any loss or damage You suffer due to Your failure to follow Our or the Manufacturer's instructions;

7.3 We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control;

7.4 We shall not be nor shall our landlord be liable for any lose to Your vehicle while it is on our property;

7.4.1 Your vehicle is left at Your own risk;

7.5 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence which is limited to Our invoice price. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

7.6 If You are unhappy with Our repair and seek compensation to cover another body shops repair costs, You agree your compensation will be limited to Our invoice price.

7.6.1 We shall not be liable for Your courtesy/hire car costs when your vehicle is another body shop for any reason; You agree to cover these cost;

7.6.2 We shall not be liable for any vehicle value depreciation as a direct or indirect result of Our repair;

7.6.3 We shall not be liable for loses You incur of any kind if Your vehicle repair takes longer than initially expected;

7.7 You agree Our maximum liability will be for the invoiced price;

7.8 We provide Services to You only for Your personal and private use/purposes as a Consumer. We make no warranty or representation that products, or other goods or materials that We use in carrying out the Work are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

7.9 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation; and

7.10As a "consumer" as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- 7.10.1 the Consumer Rights Act 2015;
- 7.10.2 the Regulations;
- 7.10.3 the Consumer Protection Act 1987; or
- 7.10.4 any other consumer protection legislation;

as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

8, Guarantee

We guarantee the Work from the date of invoice for a Guarantee Period of 12 months;

Unless We explicitly tell you otherwise when We invoice You, We shall guarantee all repairs We carry out excluding paintless dent removal from the date of invoice for a Guarantee Period of 12 months.

8.1 If any Work done and / or parts used fails during the Guarantee Period, We shall carry out the necessary repairs and replacements at no additional cost to You, this excludes stone chips, corrosion, rust and applies only to clear coat failure.

8.2 Any warranty that We give You applies to Your Vehicle. If You sell or otherwise transfer ownership of Your Vehicle to another person, the guarantee becomes null and void;

8.3 We will be entitled to void any guarantee that We give You if the Vehicle is used for anything other than normal purposes (unless We explicitly tell you otherwise). This includes:

8.3.1 Participating in racing or other competitions of any kind;

8.3.2 Participating in speed testing or time trials;

8.3.3 Use of the Vehicle in a way which exceeds its design limitations (exceeding maximum towing weight, for example);

8.3.4 Use of the Vehicle in a way which does not conform with Manufacturer's recommendations; or

8.3.5 Failure to service or otherwise maintain the Vehicle in accordance with the Manufacturer's recommendations;

8.4 The rights and remedies that We give You under this Clause 9 to provide repairs and replacement parts shall (as stated by sub-Clause 8.7) be in addition to all such rights and remedies as are available to You if You as a Consumer.

9, Courtesy Car / Hire Car

9.1 We do not provide courtesy / hire car and do not cover the cost of courtesy / hire cars You may incur under any circumstances.

9.2 We shall not be liable to You for courtesy / hire car cost that you incur by having work redone via another body shop. You shall cover courtesy / hire car costs at Your own expense.

10, Cancellation

10.1 You may cancel any Work booked as set out in sub-Clause 10.5 or as set out in sub-Clause 10.3;

10.2 If You cancel under sub-Clause 10.3 or 10.5, and You have paid Us any deposit or prepayment under sub-Clause 3.1, We shall return it to You less any amount

You owe to Us under any part(s) of this Clause 10, but You will still be liable to pay Us the remainder of the amount You owe Us;

- 10.3 If, on or after You have brought Your Vehicle to Our premises for the Work to be carried out, You cancel the Work but We have by that time begun the Work, You must pay Us for all labour and for all parts We have used and, if We so decide, for all parts We have ordered but not yet used if in Our reasonable judgement We are unlikely to use or sell those ordered parts within 30 days. We shall invoice You for that labour and those parts. We will charge You for that labour at the same hourly rate as We used to calculate the Price. Clause 3 shall apply to the payment of any such invoice;
- 10.4 The parts We have ordered but not used by the time You cancel will remain Our property. We may use or dispose of them as We see fit without accounting to You for their cost where We have charged You for them under sub-Clause 10.3;
- 10.5 Where the contract We make with You is not made on Our premises, the Regulations give You the following rights in addition to the rights given to You by the above provisions of this Clause 11:
- 10.5.1 You may for any reason cancel a booking during the 14 day period after We confirm that booking unless sub-Clause 10.5.2 applies. If You cancel as allowed by this Sub-clause 10.5.1, and You have already made any payment(s) to Us for the Work, We will refund the payment(s) to You within 14 days of receiving Your cancellation; but
- 10.5.2 if the booking is for a date for beginning the Work which is before the end of the 14 day period from when You make the booking and if You have expressly requested Us to do any of the Work and We do so, You may not cancel the booking and You must pay in accordance with Clause 10.3 for such of the Work as has been carried out;
- If You request that Your booking be cancelled, You must confirm this in any way convenient to You;
- 10.6 If You cancel any booked Work and You have a courtesy car from Us, You must return it to Us immediately; and
- 10.7 Once You have paid Us all that You owe Us, You shall collect (or arrange for the collection of) Your Vehicle within 24 hours. If Your Vehicle remains on Our premises beyond that period. You shall pay Us for its storage at the rate of £50.00 per day. We will not release Your Vehicle until You have paid in full all sums that You owe Us (including the storage charge).

11, Law and Jurisdiction

- 11.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Northern Ireland.
- 11.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 11.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 11.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Northern Ireland, as determined by your residency.

BY MAKING A BOOKING WITH PAINLESS DENT REPAIR NI LIMITED VIA ANY CHANNEL, YOU AGREE TO OUR STANDARD TERMS AND CONDITIONS, AS SET OUT ABOVE ON THIS DOCUMENT.

Paintless Dent Repair NI
Date: 6th April 2021

A Kennedy

