
DH AUTO SOUTHWEST LTD B2C TERMS AND CONDITIONS

[THESE TERMS AND CONDITIONS ONLY APPLY TO CONSUMERS WITHIN THE MEANING FOUND IN THE CONSUMER RIGHTS ACT 2015. IF YOU ARE A BUSINESS, PLEASE REFER TO THE TERMS AND CONDITIONS TITLED "BUSINESS TO BUSINESS TERMS AND CONDITIONS OF SALE" FOUND AT THE BEGINNING OF THIS DOCUMENT]

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 DH Auto Southwest Ltd, a company registered in England under number 13294612 whose registered office is at 4 Chapel Terrace, Carharrack, Redruth, United Kingdom, TR16 5RR ("**DH Auto**"); 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;
"Customer/You/Your"	means a Consumer customer of DH Auto who requires its Services;
"Estimate"	means a document giving the approximate Price of the Work;
"DH Auto/Us/We/Our"	means DH Auto Southwest Ltd whose place of business and contact address is the same address as above;
"Invoice"	means a final invoice 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 and any additional charges;
"Quotation"	means a document 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 repair of Vehicles;
"Vehicle"	means Your vehicle which may be a car, van, motorhome, agricultural, plant or HGV;

“Warranty Period”	means the duration of the warranties provided by Us in accordance with Clause 8 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 You may request a booking for any Work (subject to Our confirming the booking) by telephone, email, website enquiry, WhatsApp or Facebook.
- 2.2 When You request a booking, You must give Us the following information:
 - 2.2.1 Your contact details;
 - 2.2.2 Your preferred date for the Work;
 - 2.2.3 The nature of the Work required;
 - 2.2.4 The make, model, age and registration of the Vehicle;
 - 2.2.5 Any warranties covering the Vehicle.
- 2.3 We will prepare and submit an Estimate to You giving an Estimate based on the details You provide.
- 2.4 If You accept the Estimate via any of the methods set out in clause 2.1, or ask Us to change any details on the Estimate, We shall then confirm the booking to You and provide you with a date and a 4-hour window during which we will arrive at your Vehicle to commence the Work. We shall use Our reasonable endeavours to ensure that the date and time that We agree for the Work to be carried out is as close as possible to that which You originally requested. Only if and when We give You that confirmation will there be binding contract between You and Us for the Work.
- 2.5 You confirm that, in connection with your request(s) for any Services, You are and will be a “Consumer” as defined in Clause 1 above.

3. Payment and Invoices

- 3.1 We have a minimum call-out charge of £45 + VAT. This is chargeable when We arrive at Your address or an address specified by You, regardless of whether We are able to complete the Work.
- 3.2 If We require a deposit or similar prepayment, We shall state it clearly in the Quotation and You must pay it when due.
- 3.3 In the event of a cancellation of a booking, We reserve the right to retain some or all of any deposit paid to cover the costs of any parts or special parts ordered on Your behalf.
- 3.4 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.
- 3.5 All sums due are payable immediately upon completion of the Work or upon receipt of an invoice.
- 3.6 You must make payment by credit card, debit card or cash upon completion of the Work or by BACS in the event that We issue You with an invoice.
- 3.7 From the due date of payment, any outstanding sum will incur interest on a daily basis at 8% above the base rate of Barclays Bank from time to time until You make payment in full.

4. Your Responsibilities

- 4.1 Unless agreed otherwise by Us, You must be available and in attendance at Your Vehicle during the 4-hour window provided to you in accordance with clause 2.4.
- 4.2 Any Vehicle left unattended or with keys in an accessible location is left entirely at Your own risk.
- 4.3 The Vehicle must be parked legally when We attend.
- 4.4 The Vehicle must be parked without causing obstruction to any other person or any other Vehicle. It must be able to remain stationary while We complete the Work.
- 4.5 There must be adequate, safe space provided around the Vehicle at all times while We complete the Work. If You are not sure what this means, please contact Us.
- 4.6 If Your Vehicle is fitted with Advanced Driver Assistance Systems (“**ADAS**”) which require dynamic calibration, You must notify Us prior to Us attending Your Vehicle. If You are not certain, please check with Your Vehicle’s manufacturer. Calibration may require Us to drive Your Vehicle so You must guarantee that Your Vehicle is legal to drive and safe for Us to drive.

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 5.4.
- 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 9.

- 5.3 We shall only use parts for the Work that are new and either Manufacturer's original parts or those produced by a third party and authorised by the Manufacturer. If We in any way intend not to abide by this requirement, We will tell You Our reasons for doing so and We may not do so unless You first explicitly consent.
- 5.4 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.
- 5.5 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.

6. Vehicle Warranties

- 6.1 If the Vehicle is covered by a Manufacturer's new vehicle warranty, at the time the Work is carried out, We shall carry out all of the Work in a way that adheres to the terms of those warranties and the Manufacturer's specifications and documentation, using original or Manufacturer-authorised parts.
- 6.2 If Our compliance with sub-Clause 6.1 causes Us additional cost, We will tell You of alternatives and will explain to You in full the consequences of those alternatives (including, but not limited to, the voiding of the Manufacturer's warranties). The decision as to whether or not We will follow any such alternative shall be Your decision alone.
- 6.3 Before We begin any of the Work covered by a Manufacturer's or a third-party organisation's warranty We shall ask You to obtain their consent to Us carrying out that Work. For avoidance of doubt, Our call out charge of £85 including VAT will be charged for Our Work in testing and diagnosing Your Vehicle.
- 6.4 We shall not be responsible or liable for any failure to comply with any warranties where You have not told Us of those 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 Vehicle 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 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. 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.
- 7.5 During windscreen repair it is possible that windscreen glass may crack through no

fault of DH Auto and We accept no liability should this occur. In the unlikely event that this does happen, You may choose to replace Your windscreen Yourself, via Your insurer or You may ask Us to quote for a new windscreen.

- 7.6 During windscreen removal and refit, it is possible that windscreen glass may crack through no fault of DH Auto and We accept no liability should this occur. In Our Quotation, We will provide You with details of the cost of a replacement windscreen should this occur and You agree that You will pay this amount for Us to replace the glass, should this occur. DH Auto will not be liable for any such damage which has not been caused by Our negligence.
- 7.7 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.
- 7.8 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.
- 7.9 As 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:
- 7.9.1 the Consumer Rights Act 2015;
 - 7.9.2 the Regulations;
 - 7.9.3 the Consumer Protection Act 1987; or
 - 7.9.4 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. Warranty and Guarantee

- 8.1 Subject to receipt of immediate payment in accordance with clause 3.5, We warrant the Work from the date of invoice for a Warranty Period, which varies depending on the nature of the Work completed on Your behalf:

8.1.1 Air Conditioning Repairs

Air conditioning systems are complex systems comprising numerous components, including condensers, compressors, evaporators, pipework, seals, O-rings, valves, sensors and electrical controls. Particularly on older vehicles, it is possible for multiple leaks, intermittent faults or age-related failures to exist within the system.

Where We identify and repair a fault, Our repair relates only to the specific fault, component or leak identified at the time of inspection and testing. Repairing one fault does not guarantee that additional faults, leaks or failures

do not exist elsewhere within the air conditioning system, nor does it guarantee that further faults will not develop in the future.

Following any repair, We will carry out appropriate testing to confirm that the repaired component or area is operating correctly at the time of service. However, no pressure test, vacuum test, nitrogen test, leak detection method or diagnostic procedure can guarantee the future integrity or performance of the entire air conditioning system over any period of time.

We provide a 12-month warranty on parts supplied and fitted by Us and on Our workmanship. This warranty applies only to the specific repair carried out by Us and does not constitute a warranty of the entire air conditioning system.

Minor repairs involving seals, O-rings, Schrader valves or similar consumable sealing components are intended to rectify the specific leak identified at the time of inspection. Such repairs do not provide a warranty against future leaks occurring elsewhere within the system or from surrounding original components.

The warranty does not cover:

- (a) faults, leaks or failures that arise in parts of the air conditioning system on which We have not worked;
- (b) faults that were not present or not detectable at the time of the original inspection;
- (c) deterioration of existing components due to age, corrosion, wear and tear, vibration or environmental factors;
- (d) accidental damage, impact damage, stone damage or external influences occurring after completion of the Work;
- (e) parts supplied by You.

If Your air conditioning system stops working during the warranty period, You must contact Us to arrange a diagnostic inspection. We will investigate the cause of the fault and determine whether it relates directly to parts supplied by Us or Work carried out by Us.

Where a fault is found to be directly attributable to Our workmanship or to a defective part supplied and fitted by Us, the repair will be covered under warranty.

Where the fault is found to be unrelated to Our Work, caused by a separate component failure, a new leak, wear and tear, accidental damage or any other excluded cause, diagnostic charges, parts and labour will be chargeable at Our standard rates.

8.1.2 Air Conditioning Services & Regas

A service and regas is not a warranty of the air conditioning system and does not constitute a guarantee that the system will remain leak-free or continue to operate for any specific period of time.

Prior to carrying out a regas, We may perform diagnostic, vacuum, pressure and/or leak detection tests to assess the condition of the system at the time of service. If the system passes these tests, We may proceed with the regas.

However, these tests can only confirm the condition of the system at the time they are performed and cannot predict future failures, intermittent faults or leaks that may develop once the system is returned to normal operating pressures and temperatures.

As automotive air conditioning systems contain numerous components and potential leak points, including seals, O-rings, pipework, valves, condensers, evaporators and other mechanical and electrical components, We do not provide any warranty on the overall air conditioning system as part of a regas service.

Where no repair work has been carried out by Us, the refrigerant supplied during a regas is non-refundable once installed and no warranty is provided against refrigerant loss resulting from existing leaks, future leaks, component failure, wear and tear, corrosion, accidental damage or faults within the vehicle's air conditioning system.

8.1.3 Windscreen & Glass Replacement

Windscreen and glass replacement work carried out by Us is covered by a 12-month warranty from the date of invoice. This warranty covers defects in workmanship and defects in parts supplied and installed by Us.

The warranty does not cover damage, faults or defects arising after completion of the Work that are not directly attributable to Our workmanship or parts supplied by Us. This includes, but is not limited to:

- Stone chips, road debris impact damage or any other external impact;
- Thermal stress caused by temperature changes or environmental conditions;
- Vehicle body movement, flexing or structural issues;
- Accidental damage, misuse, neglect or vandalism;
- General wear and tear;
- Damage caused by third-party repairs, modifications or interference with the Vehicle;
- Cracks or damage arising from causes unrelated to the original installation.

All glass is inspected prior to installation and any manufacturing defects or installation-related stress fractures would ordinarily become apparent during installation, the adhesive curing period, or within a reasonable period following installation. The appearance of a crack or fracture several months after installation shall not, in itself, be evidence of a manufacturing defect or installation fault.

If a fault is reported within the warranty period, We reserve the right to inspect the Vehicle and glass before determining whether the fault is covered by this warranty. We will arrange a mutually convenient time and place to carry out such inspection.

Where Our inspection confirms that the fault has arisen directly from defective workmanship or a defective part supplied by Us, We will remedy the fault under this warranty at no cost to You.

Where the fault is found to be unrelated to Our workmanship or parts supplied by Us, or where no warrantable fault is identified, an inspection charge of £80 plus VAT may apply. Parts supplied by Us remain covered for manufacturing defects but are not covered for damage arising from stone chips, road hazards, accidental damage, neglect, general wear and tear, or other causes beyond Our reasonable control.

Nothing in this warranty affects Your statutory rights.

8.1.4 Reinspections & Return Visits

If a Customer reports that their air conditioning system has stopped working or is not performing correctly following previous Work carried out by Us, a reinspection may be required to establish the cause of the reported fault.

The requirement for a reinspection should not be taken as an admission that any previous diagnosis, repair or service carried out by Us was incorrect or has failed. The purpose of the reinspection is to determine whether the reported fault relates to Our workmanship or parts supplied by Us, or whether a new or unrelated fault has developed elsewhere within the air conditioning system.

Unless We have confirmed in writing that the reported fault is covered under warranty, reinspection appointments, diagnostic testing, leak detection, call-out charges and any additional repairs shall be chargeable at Our standard rates.

Where the reinspection confirms that the fault is directly attributable to defective workmanship or a defective part supplied and fitted by Us, We will rectify the fault in accordance with the terms of Our warranty and any diagnostic or call-out charges relating solely to that warranty repair will be refunded or waived.

Where the reinspection identifies a new fault, an unrelated leak, normal wear and tear, accidental damage, manufacturing failure of a component not supplied by Us, or any fault excluded from Our warranty, all diagnostic charges, call-out charges, parts and labour shall remain payable.

- 8.2 Any warranty that We give You applies to Your Vehicle while it is in Your ownership. If You sell or otherwise transfer ownership of Your Vehicle to another person, they will not be entitled to the benefit of the warranty.
- 8.3 We will be entitled to void any warranty that We give You if the Vehicle is used for anything other than normal purposes (unless We explicitly tell you otherwise). This includes, but is not limited to:
 - 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 are a Consumer.

9. Cancellation

- 9.1 Subject to clause 9.2, You may cancel a booking for free at any time up to 48 hours before the start of the 4-hour window provided to you in accordance with clause 2.4.
- 9.2 Bookings cancelled less than 48 hours before the start of the 4-hour window provided to you in accordance with clause 2.4 will be charged a cancellation fee of £45 + VAT and We reserve the right to retain any amounts from any deposit already paid to Us by You to cover this cancellation fee, together with the costs of any parts or special parts ordered on Your behalf.
- 9.3 If We need to cancel a booking or move the 4-hour window, We will aim to provide You with a minimum of 24 hours' notice.
- 9.4 If You cancel under sub-Clause 9.1 or 9.2, and You have paid Us any deposit or prepayment under sub-Clause 3.2, We shall return it to You less any amount You owe to Us under any part(s) of this Clause 9, but You will still be liable to pay Us the remainder of the amount You owe Us.
- 9.5 The parts We have ordered but not used by the time You cancel will remain Our property.
- 9.6 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 9:
 - 9.6.1 You may for any reason cancel a booking during the 14 day period after We confirm that booking unless sub-Clause 9.6.2 applies. If You cancel as allowed by this Sub-clause 9.6.1, 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
 - 9.6.2 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 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. How We Use Your Personal Information (Data Protection)

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from <https://www.dhautosw.co.uk/privacy-policy>.

11. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We confirm the booking for any Work) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We confirm the booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

12. Information

As required by the Regulations:

- 14.1 all of the information described in Clause 13; and
- 14.2 any other information which We give to You about any Services or DH Auto which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

13. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

14. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Work or Our Services or any other complaint about DH Auto or any of Our staff, please raise the matter with Sarah Hickling who can be contacted at DH Auto on: info@dhaautosw.co.uk.

15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17. Law and Jurisdiction

- 17.1 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 England & Wales.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your

country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.

- 17.3 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 England.