

# EXCEL DENTS

## STANDARD TERMS & CONDITIONS OF TRADING

### 1. DEFINITIONS.

- 1.1 Excel Dents being the firm or company providing the services or carrying out the work.
- 1.2 'Customer' means the person, firm or company for whom the services or work is performed.
- 1.3 'Work' means the repairs and any other services carried out by Excel Dents for the customer under these conditions.
- 1.4 'Vehicle' means the vehicle upon which the work is performed.

### 2. FORMATION OF THE CONTRACT

- . 2.1 Excel Dents, subject to these terms and conditions, shall provide services and undertake to carry out work.
- . 2.2 Terms and conditions on the customer's own order form or other similar document shall not be binding on the Excel Dents:
  - . 2.2.1 provided that Excel Dents has informed the customer that such terms and conditions will not be binding on him.
  - . 2.2.2 unless Excel Dents accepts such terms and conditions.
- . 2.3 No contract shall be formed until Excel Dents accepts an instruction from the customer, whether made orally or in writing, and such a contract shall consist of these terms and conditions. An estimate, or a quotation if possible can be provided for the cost of the services or work to be provided prior to any work being undertaken.
- . 2.4 The customer and Excel Dents must jointly agree any amendments or additions to any contract.

### 2. PRICES

- . 3.1 Prices may be subject to VAT. Any estimates / quotations will include this where applicable and is shown at the rate ruling at the time of providing the estimate. Should there be a change in VAT rate by the date of invoicing for the services or work carried out this changed rate will be applicable in the final invoice.
- . 3.2 Subject to obtaining the customer's prior consent, the price for the services or work may be increased above that shown on the business's estimate by the amount attributable to:
  - . 3.2.1 Alterations / changes to such instructions.
  - . 3.2.2 Additional work required due to further deterioration caused by any unreasonable delay in authorisation to commence by the customer.
  - . 3.2.3 Any increases in the cost of parts, materials, labour, taxes, duties or other costs between the date of the estimate and authorisation of commencement of work.

3.2.4 Any additional labour, parts or materials that are subsequently found to be necessary for the vehicle to be reinstated correctly but which were not specified or costed in Excel Dents estimate. The customer will be informed as to the reasons and the additional cost. The customer's agreement will be required prior to proceeding with the provision of the services or work

#### **4. CANCELLATION OF THE CONTRACT**

4.1 If the customer does not wish the services or work to be completed, whether or not there has been a price variation, the customer should inform Excel Dents and preferably confirm this in writing. The customer will be responsible for all reasonable costs incurred as a result of cancellation of the contract.

#### **5. DELIVERY**

5.1 An estimated completion time / date will be given from the time the services or work have been authorised to commence. Every effort will be made to complete the work within this period but the business cannot be held responsible for delays due to shortage of parts or any other circumstances beyond its reasonable control. If it is found that the completion / delivery times cannot be met every effort will be made to inform the customer of the reasons and a revised completion time / date given. Unless the reasons for delay are beyond reasonable control the customer may cancel the contract without penalty.

#### **6. REPLACEMENT PARTS**

6.1 Where Excel Dents are unable to obtain the parts referred to in the estimate within reasonable time, subject to the customer's prior approval, the business may offer to repair the damaged parts, or to fit repaired parts, or to use parts other than those supplied by the original manufacturer. The customer may cancel the contract if any of the options are not acceptable according to the terms and condition for cancellation of the contract.

#### **7. PAYMENT**

7.1 Unless otherwise agreed the customer shall make prompt payment for the agreed work that has been satisfactorily carried out upon completion / return of the vehicle.

7.2 In the event of any alleged minor defect, the customer shall not be entitled to withhold more than a proportionate amount of the sum due.

7.3 If payment is not made as agreed, the business may, without prejudice to its other rights, charge interest at an annual rate of 3% above the current base rate of the Lloyds Bank plc to be calculated on a day to day basis on the balance outstanding.

7.4 Any payment received, which does not refer to specific work or particular item, shall be allocated by the business to the longest outstanding debt(s) on which there are no outstanding disputes.

7.5 Where the work is performed on a vehicle that is subject to an insurance claim, the policyholder shall, at the request of the business, sign any document required by the insurer of the vehicle to authorize payment for the work.

#### **8. REPAIRER'S RIGHT TO RETAIN THE VEHICLE OR ITEMS**

**8.1 The business has the right to retain the vehicle or items on which work has been carried out until all agreed charges have been paid.**

**8.2 In the event of non-payment the business shall have the right to sell / dispose of the vehicle or items at the customer's expense / cost by giving the customer 21 days notice in writing of any proposed actions. In an attempt to obtain a reasonable price they will be sold or disposed of through recognized trade outlets and details of these will be given when informing the customer of the proposed actions. The proceeds of any sale, less the cost of sale, will be set against the outstanding account and if there is any balance it will be returned to the customer after which the customer will be discharged of all liability in respect of this account. However in the event of the value of the sale not exceeding the cost of disposal the customer remains responsible for any monies that remain outstanding.**

## **9. WARRANTY**

9.1 Unless otherwise stated: 9.1.1 Parts and materials will be warranted from the date of invoice for at least 12 months or 12,000 miles whichever of these occurs first; or 9.1.2 The periods / mileage stipulated by the manufacturer of those parts / materials used. 9.1.3 Excel Dents shall repair or replace free of charge any defective part(s) or materials that were a part of the work carried out.

9.2 Workmanship will be warranted from the date of invoice for at least 6 months or 6000 miles whichever of these occurs first.

9.3 The un-expired balance of any warranty given for work carried out is not transferable to any subsequent owner of the vehicle.

9.4 Excel Dents does not offer warranty on temporary, best possible or other specific repairs. Such exclusions should be drawn to the customer's attention prior to the work being undertaken.

9.5 The warranty will be void if the vehicle has been:

9.5.1 used for competition, racing or record attempts.

9.5.2 abused or subsequently damaged or by corrosion.

9.5.3 where there has been neglect, improper use, or failure to service or maintain those items in accordance with the manufacturer's recommendations or due to fair wear and tear.

9.6 The customer has certain statutory rights in respect of the provision of goods and services and the above terms and conditions shall not affect the customer's statutory rights under The Supply of Goods and Services Act 1982 full details of which can be obtained from Trading Standards, Citizens Advice Bureaus or Motoring Organizations.

9.7. Excel Dents does not warrant the road worthiness or safety on any motor vehicle on which Paintless dent removal is performed.

9.8. It shall be the sole responsibility of the customer to ensure any motor vehicle on which Paintless dent removal work is performed is road worthy and safe to use on the highway.

9.9 Excel-Dents Ltd will only certify a vehicle being "dent free" and falling within the criteria for the "Dent Free Policy" if Excel-Dents have removed all of the dents possible using the PDR technique from the vehicle at the

time of the initial repair.

Any vehicles which have had selected panels only chosen for repair by the customer , will not be covered by the Dent Free Policy.

These vehicles will be indicated on the invoice by the words ONLY.

#### **10. ANTI PERFORATION GUARANTEE**

10.1 If the vehicle is still covered by vehicle manufacturer's anti perforation guarantee the repairer will agree to the same terms and conditions as that of the vehicle manufacturer for the section / part of the vehicle that has been repaired for the remaining period of the vehicle manufacturer's guarantee.

#### **11. EXCHANGE / RECONDITIONED PARTS**

**11.1 Customers should be advised of any 'surcharge' that may be payable where an exchange / reconditioned units / parts are to be used to replace faulty / damaged unit(s).**

**11.2 On acceptance by the parts supplier / manufacturer that the faulty / damaged returned parts (exchange units) are fit / able to be re-used in their exchange scheme the customer will be repaid any surcharge that the customer has paid. However if the returned unit(s) are found to be unfit for returning into the exchange scheme, the customer shall be advised accordingly and the customer will remain liable for the cost of the surcharge.**

#### **12. DISPOSAL OF UNCOLLECTED GOODS**

**12.1 As soon as reasonably practical the customer will be informed that the vehicle / items are ready for collection. If the customer fails to remove the vehicle / items from the premises within three months of being informed, the business is entitled to sell / dispose of the vehicle / items in the manner permitted under the law.**

**12.2 In an attempt to obtain a reasonable price they will be sold or disposed of through recognised trade outlets and every reasonable attempt will be made to inform the customer as to how, when and where this is to take place.**

**12.3 Details of the proceeds from the disposal / sale shall be provided. The proceeds less the cost of disposal / sale will be set against the outstanding amount and any balance returned to the customer. The customer remains responsible for any monies that remain outstanding.**

**13. WAIVER 13.1 If any of the above terms and conditions are not strictly adhered to by the business it will not be seen as a reason not to adhere to any other of the terms.**

#### **14. CONCILIATION AND ARBITRATION SERVICE**

14.1 If at any time a dispute or difference shall arise that cannot be resolved between the customer or the business in the normal manner, the customer can request that the dispute be referred to an independent conciliation and arbitration service to which the VBRA member must agree. The conciliation and arbitration process shall take place in accordance with the provisions set out in the VBRA's Consumers Code of Practice details of which can be obtained from VBRA members or the VBRA Ltd.