

## **ChipsAway Terms of Business**

### **Definitions:**

"Booking Date"		Is as detailed in paragraph 2;
"Cancellation Rights"		Is as detailed in paragraph 4;
"ChipsAway"		Is the ChipsAway franchisee or his employee(s) from whom the Customer obtains an Estimate and/or authorises to carry out Repairs;
"ChipsAway International"		Is the corporate head office of the ChipsAway network;
"Customer"		Is a private individual or a company;
"Estimate"		Is as detailed in paragraph 1;
"Guarantee"		Is as detailed in paragraph 9;
"Improvements"		Is as detailed in paragraph 8;
"Payment"		Is as detailed in paragraph 10;
"Repair(s)"		Is as detailed in paragraph 7;
"Service"		Is the work carried out to provide Repair(s).

Unless the context clearly indicates another intention, a reference to any gender includes other genders and the singular includes the plural and vice versa;

The contract to carry out work detailed on an Estimate is between the Customer and ChipsAway: no term hereof shall be enforceable by a third party (as defined in the Contracts (Rights of Third Parties) Act 1999 (under the provisions of the Act).

### **1. Estimates**

Any Estimate provided by ChipsAway prior to inspection of the damage is indicative only and subject to revision. Once the vehicle has been inspected you will be provided with a written Estimate (or a revised Estimate as the case may be) by email, or by post if email is not available, which will be an offer to carry out repairs to the damage indicated at the price stated. The Customer's agreement to proceed with the repairs constitutes acceptance of that offer and forms a binding legal contract incorporating these Terms of Business. Estimates are valid for thirty (30) days from date of issue unless otherwise agreed in writing by ChipsAway.

### **2. Booking Date**

Shall be the date on which ChipsAway confirms the arrangements, including the cost, date, time and location for the work indicated on the Estimate to take place.

### **4. Cancellation rights**

You have the right to cancel this contract and you may exercise this right by delivering, or sending by email to the person named on the Estimate at any time within fourteen (14) days of the Booking Date. This notice of cancellation will be deemed to have been served as soon as it is posted or, in the case of an email, from the day it has been sent. An example cancellation form is set out in Schedule 1 below.

## **5. Work starting before end of cancellation period**

If you authorise ChipsAway to commence work within fourteen (14) days of the Booking Date, you still have the right to cancel this contract, but you must pay for the value of the service that is provided up to the point of cancellation, as above.

If the service has been completed, in full, within fourteen (14) days of the Booking Date, the right to cancel will be lost and the full payment must be made to ChipsAway.

## **6. Repair Location**

Repairs may be completed at a location agreed with the customer, or at ChipsAway's nominated location. ChipsAway reserves the right to decide, in its sole discretion, upon the suitability of the location and will not be obliged to complete repairs if the location is not safe or suitable. This location may, therefore, be changed at any time including on the day of the booked repair as variable factors, including but limited to, weather and available light affect this decision. If ChipsAway decide that the repair should be completed at a location other than that originally envisaged, the customer authorises ChipsAway to remove the vehicle to an alternative location. Removal and return of the vehicle in these circumstances will be free of charge.

If, for any reason, including but not limited to inclement weather, ChipsAway is unable to carry out the repair(s) at the time, date or location indicated on the Estimate or subsequently agreed at the time of booking, ChipsAway will not accept any liability for costs or inconvenience incurred by the customer as a result. ChipsAway will make an offer to conduct the repair(s) at the Estimate price at an alternative time, date or location convenient to both parties.

## **7. Repairs**

ChipsAway undertakes to carry out the Repair(s) indicated on the Estimate. If it becomes clear that, in the opinion of ChipsAway, that further work is necessary to complete the Repair(s), the customer's authorisation and agreement will be obtained before any further work is carried out that would increase the price on the Estimate. If such authorisation is not given, ChipsAway reserves the right not to continue with the Repair(s). In these circumstances the full Estimate price remains payable by the Customer. Further work that does not increase the Estimate price may be carried out without the requirement for customer authorisation.

No repairs will be identical to an automotive factory finish, which is machine sprayed to tolerances beyond human capability: no repair will be 'as good as new'. ChipsAway discharges its obligations under any repair agreement by providing a good quality, hand completed aftermarket repair. In normal circumstances, such a repair is unlikely to be detected by a casual examination of the vehicle by an untrained observer unaware of the previous damage location.

End of lease inspectors may, as trained experts in their field, be able to identify Repairs.

The ChipsAway repair system includes elements (including but not limited to factory paint reproduction information) that are provided by a third party. Finish, including but not limited

to, colour match, may be approximate only when limitations of such third party elements prevent a more precise finish. In such a case, provision of by ChipsAway of an approximate finish will be considered to constitute a good quality repair.

It is the absolute responsibility of the customer to advise ChipsAway of any non-original finish to any areas on the vehicle, including but not limited to repairs to previous damage and re-sprays. In the case of incompatibility with a non-original finish (whether or not notified by the customer) ChipsAway has the right to void this contract. In these circumstances, ChipsAway will not be obliged to complete or rectify any Repair(s) and the customer will not be obliged to make payment. ChipsAway has the right to void this contract, in the circumstances stated above, even if the Customer is not aware of any non-original finishes to the vehicle.

## **8. Improvements**

Stone chips, touch-ins and any other work identified on the Estimate as an Improvement will not constitute a Repair and will not be undetectable against the original finish. The level of improvement is not guaranteed.

## **9. Extent of guarantee**

ChipsAway guarantee Repairs to the vehicle for the owner of the vehicle whilst that person retains ownership. The guarantee is a formulation and application guarantee: that the finish will not degrade due to the paint being improperly mixed or applied by ChipsAway.

In the event of a claim, the Customer must produce a copy of the invoice. It is a condition precedent to the customer being able to claim on the guarantee that such paperwork is produced to ChipsAway. Statutory rights are not affected. It is incumbent on the Customer to keep the invoice and receipt as proof of work carried out. No guarantee claim shall be considered by ChipsAway or ChipsAway International without the appropriate paperwork.

In the event that the Customer meets the cost of Repair(s) for a third party, it is the responsibility of the third party to retain a copy of the invoice which must be produced in the event of a claim.

No guarantee of any sort is offered against damage or deterioration to the finish in the following ways:

- i. By any corrosion or rust (whether or not it was evident before the repair was carried out);
- ii. Failure of the surface to which the repair is applied (i.e. as the result of a previous aftermarket repair);
- iii. Further accident or impact (including but not limited to stone chipping);
- iv. Inappropriate aftercare, contrary to instructions supplied upon completion of the Repair(s), including but not limited to washing the vehicle within three days of completion of work, the use of corrosive cleaning agents, i.e. acidic alloy wheel cleansers.

Improvements, as set out in paragraph 8 above, are not covered by any guarantee.

Alloy Wheel repairs are covered by a six month guarantee unless otherwise stated and are subject to the above exceptions.

Any refund or liability shall be limited to the maximum of the value indicated for the repair on the Estimate or Invoice.

The guarantee is not transferable.

Claims made under the ChipsAway guarantee shall be referred to the specialist that completed the Repair(s), who has the right to repeat performance: to carry out the service again. If this is not possible, the right to a price reduction (which may be the full amount of the price for the unsatisfactory repair, not necessarily the full invoice value) will be considered by ChipsAway.

If ChipsAway for any reason cannot carry out the service again and are unable to reach an agreement for a price reduction, the claim should then be referred to ChipsAway International.

Any such claim will then be considered by ChipsAway International, as above, upon the provision of appropriate paperwork (including copy invoice(s) and/or proof of payment (i.e. copy bank statement or evidence of payment by cheque), photographs and all correspondence with ChipsAway regarding the complaint). The Repair(s) will be subject to an inspection by an alternative ChipsAway specialist before a resolution is agreed, if the complaint is upheld. Any refund or liability shall be limited to the maximum of the value indicated for the Service(s) on the Invoice.

If the claim remains unresolved, the Customer may refer their complaint to the British Vehicle Rental and Leasing Association Ltd (BVRLA) for their consideration under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, at [www.bvrla.co.uk](http://www.bvrla.co.uk). ChipsAway International Limited will not be obliged to participate in the ADR process if:

- i. the claim has been settled; or
- ii. the claim does not fall within the rules of the BVRLA procedure; or
- iii. the Customer has not submitted the complaint within six months of receiving a final decision from ChipsAway International Limited regarding the dispute; or
- iv. the claim is vexatious or frivolous.

## **10. Payment**

Unless other arrangements have been agreed before the Repair(s) is carried out, payment is due in full upon completion of the Repair. Payment may be made by cheque, cash, debit or credit card (where available and may be subject to a card processing fee) or any other method agreed with ChipsAway. We regret we are unable to process payment by American Express.

Any refund must be made by the same means of payment as used to pay for the Service.

## **Schedule 1**

### EXAMPLE CANCELLATION FORM

- To (Enter the full business name and contact details):
- I/We (\*) hereby give notice that I/We (\*) cancel my/our contract for the supply of the following service (\*)
- Ordered on(\*) / received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
  
- Date