

Llandow Tuning - TERMS AND CONDITIONS OF BUSINESS

1	Definitions
1.1	"The Company" refers to "Llandow Tuning Ltd"
1.2	"The Buyer" refers to the customer, person, partnership, Limited Company, or other legal entity, who agrees to services being provided by the Company.
1.3	"The Conditions" refers to the terms and conditions of the Company's operations, set out in this document and any special terms and conditions agreed in writing via an email or letter or as shown on the job sheet/job authorisation form and or via a signed disclaimer.
1.4	"Goods" means all goods, parts, or other things to be sold by the Company to the buyer.
1.5	"Work" means any work to be done by the Company whether by way of repairs, servicing, fitting, tuning or otherwise.
1.6	"Reasonable Costs" means the Company's current standard hourly rate which is £85 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, and or any other sum billed to the company by a third party relating to the vehicle.
1.7	"Vehicle" means the vehicle, car van, boat or other mode of transport or any part associated with such.
1.8	"Tuning" means any engine tuning, emission control modification, engine ECU modifications, retrofitting performance parts.
1.9	"Storage Fee" means £20 daily for storing a vehicle on site
1.10	"Hire Car" means any vehicle loaned or hired to the buyer on behalf of the company
1.11	"Notice" is any communications by which we have communicated with the customer previously, be it WhatsApp, SMS, Email or by Letter.
1.12	"FAQ" or "FAQ Section" refers to our online FAQ Questions available at the url https://www.tuning.wales/faq
1.13	"Stage 2"/"Modified Vehicle" refers to vehicles which have been modified away from the OE factory condition. Details and examples are outlined in the FAQ
2	Conditions
2.1	These Conditions shall apply to all contracts for any goods or work provided by the Company to the Buyer, to the exclusion of all other terms and conditions, including any terms and conditions the Buyer may purport to apply under any purchase order, confirmation of order, or similar document.
2.2	The vehicle arriving with us and the keys for the said vehicle being handed to the company shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
2.3	The Company may assign the contract with the buyer or sub-contract the whole or any part thereof to any person firm or Company without notice.
2.4	The headings in these conditions are intended for reference only and shall not affect their construction
2.5	The company shall not be liable for any costs claims or damages or expense arising out of any fortuitous act or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals of loss of such profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.
2.6	The buyer confirms they have read, digested and understood the details of the services we provide and some of our general terms in the FAQ section (as per 1.12)
3	Orders / Estimates / Deposits
3.1	Estimates are valid for 28 days from the date given.
3.1.1	If the vehicle is at the company's site and instructions are not received from a buyer (in response to an estimate rendered) within 14 days, the Company may invoice for daily Storage Fees as per 1.9.
3.2	All estimates by the Company are subject to change caused by variations to the Company of labour, material and spare parts at the date of estimate. In the event of any variation occurring before or after acceptance of the estimate the Company may if it thinks fit require the buyer to pay on completion of the work any increase due to such variation.
3.3	If no estimate is provided or if part only of the work covered by the estimate is carried out the Company shall be entitled to charge a reasonable and proper price for the work done (including any diagnostics, stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for materials and spare parts supplied. As a rule of thumb the company shall have the right to charge for every hour a technician or mechanic has worked on a vehicle.
3.4	The company may refuse to carry out all, or part of any work for any reason whether or not an estimate has been provided.
3.5	Orders received, for Goods and/or Services, from any driver employed by the buyer or by any person who is reasonably believed to be acting as the buyer agent or by the order of any person to whom the Company is entitled to make delivery of the vehicle shall be binding upon the buyer.
3.6	The Company may demand a deposit before commencing any work. The buyer shall co-operate with the Company in this regard
3.7	The Buyer accepts that the Company may not follow OE repair practices and that all work performed may include a degree of modifications away from OE/original standards.
4	Test Driving
4.1	Test drives are essential to ensure that the vehicle is safe and ready to be used by the Buyer. Mileage applied and fuel used are an essential part of the job and the Company is not liable for fuel used in the process.
5	Variations
5.1	Any variation agreed between the buyer and the company in relation to 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 unless a new contract is created and then signed for by the buyer.
6	Time
6.1	The Company accepts no liability for delays caused by parts suppliers or parts manufacturers.
6.2	The Company does not guarantee a timescale for any work
6.3	If the company has to perform remedial work including as per section 10 or 11, the company will not be liable for any costs incurred by the buyer including out of pocket expenses, hire car charges.

7	Completion
7.1	Work is deemed complete when the Buyer is advised by the Company as such or when a buyer requests the work is stopped.
7.2	Work is deemed complete when the buyer tells the company that it wishes to cease all works to that point, the Company shall be entitled to charge reasonable costs for the work done (including any diagnostics, stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for goods supplied.
8	Payment Terms
8.1	Payment terms are strictly 3 workdays from the date that the work is complete or where a part job is completed, or the company has exercised its right under section 3.4
8.2	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 7% per month (apportion-able by the day) will accrue on all overdue payments from the date of invoice.
8.3	The Company is entitled to charge its Storage Fee for any vehicle left on site after the date of completion or 14 days after an estimate was created at the rate as shown in 1.9
8.4	After 3 months from the completion date or from the stop date as per 3.4, if the vehicle remains on site the company may dispose of the vehicle. 14 days' notice will be given to the buyer of this. No claims against the company will be made by the seller and any amount withstanding the unpaid invoices will be returned to the buyer by the company.
8.5	The company may refuse the buyer permission to remove the vehicle until payment of any outstanding charges is paid in full.
8.6	The title of any parts fitted will remain with the company until the buyer has paid all outstanding including those in dispute and all storage fees.
8.7	Acceptable payment methods include Cash or Bank Transfer unless otherwise agreed in writing. Until payment is made the vehicle may not be released.
9	Loss or Damage
9.1	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.
9.2	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 buyer must rely upon their own insurance for any loss or damage not the responsibility of the Company.
9.3	The Company cannot accept liability for loss of or damage to personal property or business goods left in the vehicle. All contents of a vehicle are left entirely at buyers own risk.
9.4	The Company shall accept no liability for death or personal injury unless caused directly by the Company's negligence.
10	Disputes
10.1	In the event of a conflict or problem, the buyer agrees to allow the Company the opportunity to have an independent assessor engineer inspect the vehicle at our site 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 buyer.
10.2	In the event of a legal dispute in a court of law, the buyer agrees to pay the Company legal costs in the event of losing the case.
10.3	Details of raising a dispute & the process are available in the FAQ
11	Warranty
11.1	All warranty claims must be made in writing by the buyer and the vehicle returned to the company at the buyer's expense for examination.
11.2	No warranty is given on any vehicle used in motorsport activities or where the vehicle is subject to Stage 2 and above modification or where a Standalone ECU is fitted. Examples of modifications include: Different turbos, Different Injectors, Different Engines etc
11.3	The Company warrants any goods "supplied and fitted" and associated 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 except where term 11.2 applies.
11.4	The buyer agrees to not authorise a third party to repair the vehicle without our written permission. In all instances the vehicle must be returned to the company for assessment.
11.5	A claim under this warranty shall not entitle the buyer to cancel, refuse or delay payment.
11.6	Tuning is provided on an as-is basis and the buyer understands that all tuning carries risk of engine damage and as such the buyer accepts the risk and discharges the company from any liability arising from such work
11.7	The buyer agrees to allow the company the right to attempt to resolve the issue prior to leaving any online feedback.
11.8	No warranty will be given if the job is stopped prior to completion.
11.9	If the buyer authorises a third party to conduct a repair without our express permission, then any claims made under this warranty will be nullified.
12	Hire Car / Courtesy Cars
12.1	All hire cars are offered on an "as-is" basis
12.2	The buyer assumes all responsibility for any hire car, as such it is the buyer's responsibility to ensure the hire car is adequately insured and that the buyer has fully breakdown policy in place.
12.3	If the hire car is involved in an accident or is damaged, the buyer is responsible for arranging and settling any claim. Unless otherwise agreed the buyer's vehicle will be used as a lien by the company until settlement is received.
12.5	Hire car loans are subject to additional terms and conditions which the buyer must sign and accept to borrow a hire car
13	Others
13.1	If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
13.2	The company may repair the vehicle in a way
14	Recovery
14.1	The company can arrange recovery of any vehicle but unless otherwise agreed we will recharge all costs to the buyer
14.2	The buyer agrees to pay all recovery charges and accepts that any damage to the vehicle is at their own risk.
15	Customer Service Information
15.1	Any concerns should be reported to enq@tuning.wales
15.2	Our Address Information: Llandow Tuning Limited, Unit 11 Sambucus Ave, Llandow Trading Estate, Cowbridge, CF71 7PB