

# Avon Tuning - Terms and Conditions

## Contents

|    |   |    |
|----|---|----|
| 1  | About us .....                                    | 1  |
| 2  | How to contact us .....                           | 1  |
| 3  | These terms .....                                 | 1  |
| 4  | Orders .....                                      | 1  |
| 5  | Availability .....                                | 2  |
| 6  | Making changes to your order .....                | 2  |
| 8  | Providing services .....                          | 3  |
| 9  | Use restrictions .....                            | 3  |
| 10 | Delivery of goods .....                           | 3  |
| 14 | Prices .....                                      | 5  |
| 15 | Payment .....                                     | 6  |
| 16 | Risks of the services .....                       | 6  |
| 17 | Faulty services or goods —consumers .....         | 7  |
| 18 | Faulty services or goods—business customers ..... | 7  |
| 19 | Events beyond our control .....                   | 8  |
| 20 | Our liability to consumers .....                  | 8  |
| 21 | Our liability to business customers .....         | 8  |
| 22 | Your information .....                            | 9  |
| 23 | No third party rights .....                       | 9  |
| 24 | Complaints .....                                  | 9  |
| 25 | Governing law and jurisdiction .....              | 9  |
| 26 | General terms .....                               | 10 |

## **1 About us**

We are Avon Tuning Limited, a company registered in England and Wales under company number: 08657471. Our registered office is at: 18 High Street, Thornbury, Bristol, England, BS35 2AH. Our VAT number is: GB169356373

## **2 How to contact us**

You can contact us by sending an email to [info@avontuning.co.uk](mailto:info@avontuning.co.uk) or calling us on 01454 800 117.

## **3 These terms**

3.1 These terms apply to any purchases you make with us. Please read these terms carefully before you place any orders with us, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order. **PLEASE SPECIFICALLY REFER TO CLAUSE 16 (TITLED "RISKS OF THE SERVICES")**.

3.2 For the purposes of these terms, you are a '**consumer**' if you are buying services or goods from us or from our website as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a '**business customer**' if you are buying services or goods from us or from our website for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

3.3 Any reference to '**we**', '**us**' or '**our**' in these terms is to Avon Tuning, and any reference to '**you**' or '**your**' is to the person placing an order with us.

3.4 You must be a resident of the UK to place an order with us. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

## **4 Orders**

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation given by us before you make an order for services and/or goods is not a binding offer by us to supply such services and/or goods.

4.3 When you decide to place an order for services and/or goods, either with us directly, by telephone or on our website, this is when you offer to buy such services or goods from us.

4.4 Any acknowledgement by us of your order, either in person, by telephone or email, does not mean that your order has been accepted by us. Your order is an offer to buy services or goods from us on these terms.

4.5 Acceptance of your order by us takes place at the time when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these terms.

4.6 If we do not accept your order, for example because we are unable to take payment, the services or goods are unavailable, you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing or description of the services or goods, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

4.7 If we are making any bespoke or personalised goods for you which are based on measurements or other information you provide to us, you are responsible for ensuring that the information is correct.

## **5 Availability**

5.1 All orders are subject to availability.

5.2 We cannot guarantee that any services or goods will be available at any given time.

5.3 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop supplying certain services or goods. If this happens and it affects your order, we will notify you by email, cancel your order and:

5.3.1 in respect of any affected services, provide you with a refund of any advance payments made by you for any affected services that have not yet been provided; and

5.3.2 in respect of any affected goods, provide you with a full refund (including any delivery costs, if applicable).

## **6 Making changes to your order**

6.1 If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

6.2 If you would like to cancel your order, see clause 11 (*Cancellation*).

## **7 Descriptions**

7.1 Descriptions of our services and goods are set out on our website or provided to you via email. Please read the descriptions carefully.

7.2 Any pictures and images provided on the website of our goods, including of packaging, are for illustration purposes only. Your goods and their packaging may vary slightly from those pictures or images.

7.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your goods. The colours of the goods displayed on our website may vary depending on what device you are using and your settings.

7.4 All weights, sizes and measurements set out on our website are as accurate as possible but there may be a small tolerance.

## **8 Providing services**

8.1 **By presenting your vehicle for us to complete the services, you acknowledge, agree to and accept the terms set out in clause 16 (Risks of the services).**

8.2 We will provide the services at the time(s) and on the date(s) selected by you or within the period agreed with you during the order process.

8.3 For services provided over a period of time, any completion dates or times stated during the order process, or in your acknowledgment or confirmation emails, are estimates.

8.4 The services will be provided at our premises unless we have agreed to perform them at your premises, in which case you must make your premises available to us at the given date and time and your premises must meet any specifications we have requested in order to carry out the services.

8.5 We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

8.6 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the services as soon as the issue causing the delay has been resolved. If the services are delayed by more than seven days, we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your order and get a refund of any advance payments made by you for any services that have not yet been provided.

8.7 We are not liable to you for any losses you incur where the services are delayed or cannot be performed because you fail to make the location available to us, fail to prepare the location as required for us to provide the services, or fail to provide us with adequate instructions or information to allow us to perform the services.

## **9 Use restrictions**

9.1 If you are a consumer, any services or goods (including any digital content) are provided to you for your domestic and personal use only. You must not use our services or goods for commercial, business or resale purposes.

9.2 If you are a business customer, any services or goods are provided to you for your internal business purposes only. You must not use our goods (including any digital content) for resale purposes, and any services you purchase must be for the purposes of your named business only and not for or on behalf of any third party.

## **10 Delivery of goods**

10.1 We will deliver your goods to the address specified by you when you placed your order.

10.2 Your goods will be delivered on the selected delivery date or within the delivery period specified, depending on the delivery option you chose when you placed your order. We will deliver your order within 30 days of the order confirmation email unless otherwise agreed between you and us.

10.3 Any delivery dates stated during the order process, or in your order acknowledgment or order confirmation emails, are estimates, unless we have agreed a specific delivery date with you.

10.4 We will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

10.5 If no one is available to take delivery, our courier service will inform you of the process to arrange re-delivery or collect your goods (if applicable). If a further delivery attempt is unsuccessful, we will notify you by email, cancel your order and refund you the price of the goods (but not the delivery charge).

10.6 **Please examine the goods as soon as reasonably possible after delivery and notify us of any fault or damage within 24 hours of delivery. We may at our discretion extend this to 48 hours of delivery, but we give no guarantee to such.**

10.7 Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the risk in the goods passes to you and the goods are classed as having been 'delivered'. This means that you are responsible for the goods and we are not liable to you if the goods are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the goods are faulty or misdescribed. Ownership of the goods passes to you once you have paid for them in full.

10.8 Where applicable, we recommend that you register your goods with the manufacturer to exercise the manufacturer's warranty as soon as possible after delivery.

## **11 Cancellation**

11.1 We offer the flexibility of allowing you (whether or not you are a consumer or a business) to cancel your order at any time prior to 24 hours before your scheduled appointment for the services. We will refund your deposit.

11.2 If you are a consumer, the usual cancellation period under consumer law for services is any time within the 14 days from the date of our order confirmation email. However, in almost all cases we carry out the services within this 14 day period, meaning any such bookings you make with us signify your request for us to carry out the services during that period and forgo your right for a refund if we have completed the services.

11.3 If you are a consumer and you wish to cancel your order for goods, you have 14 days from the delivery date to cancel your order. Please see section 12 below for details of how to return your goods. If you are a business, you may only cancel your order if the goods are faulty (see section 17).

11.4 To cancel your order, please email us at [info@avontuning.co.uk](mailto:info@avontuning.co.uk) or call us on 01454 800 117. To help us process your cancellation more quickly, please have your order number ready or include it in the email you send to us.

## **12 Returning goods if you cancel your order**

**This clause 12 only applies to you if you are a consumer.**

12.1 If you cancel an order for goods and you have already received your order, you must return the goods to us within 14 days of telling us that you want to cancel your order. The deadline is met if you send the goods back to us before the 14-day period has expired.

12.2 We strongly recommend that you get proof of postage. We may withhold the refund until we have received the goods back from you or until you have provided us with evidence that you have sent the goods back (whichever is earlier).

12.3 Goods must be returned to us in a new and unused condition and, to the extent possible, in their original packaging. You are responsible for the goods while they are in your possession.

12.4 Unless the goods are faulty or misdescribed, you are responsible for the cost of returning the goods to us.

### **13 Refunds if you cancel your order**

13.1 If you exercise your right to cancel under clause 11, we will provide you with a refund as soon as possible.

13.2 If you cancel an order for goods and have already received goods, we will issue the refund no later than 14 days after the day we receive the goods back from you or, if earlier, you provide us with evidence that you have sent the goods back. Otherwise, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel.

13.3 Your refund will be subject to the following deductions:

13.3.1 if you chose a delivery option that is more expensive than the cost of standard delivery, we will only refund the cost of standard delivery;

13.3.2 if you handled the goods in a way beyond what might reasonably be permitted in a shop and this resulted in a loss in value of the goods, we may make a deduction from the refund for such loss in value; and

13.3.3 if services have been provided during the 14-day cancellation period at your request, we will make deductions from any refund due to you for the services we provided up to the time that you told us that you want to cancel.

13.4 We will issue your refund to the same payment method you used when you placed your order.

### **14 Prices**

14.1 Prices for our services are set out in our confirmation email to you and prices for our goods are set out on our website or a confirmation email to you. All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate, but exclude any services we complete (with your permission) in addition to the services you originally ordered and any additional time we spend (with your permission) beyond our quoted time if your vehicle requires work before we are able to complete the services.

14.2 Prices for our services or goods may change at any time. Except as set out in clause 14.3 below, such changes will not affect existing orders.

14.3 If there has been an error on the website or in any information we have sent to you regarding the pricing of any of our services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm

your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

## **15 Payment**

- 15.1 We accept all major credit cards and debit cards and you can also pay by cash on the premises. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 15.2 For goods, you will either be asked to pay for the goods at the time of placing your order on our website, or if you are buying goods over the telephone or in person, we will take payment there and then.
- 15.3 For services, we require an advance deposit payment of £50 when you place an order for services. We will take this payment from your card before we send you your order confirmation email. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.
- 15.4 We will take payment from you for the remaining amount after we have completed the services. You can either pay in person when you collect your vehicle, or you may call us to arrange earlier payment before collection. With the exception of certain business customers, if you have not paid the outstanding balance, you will not be able to take your vehicle. Your invoice will either be given to you in person on collection, or sent to the email address you provided when you placed your order, whichever you prefer.
- 15.5 For businesses, we may at our discretion permit you to collect your vehicle and pay your invoice within 30 days.
- 15.6 If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of four percentage points per year above the Bank of England's base rate.

## **16 Risks of the services and goods**

**By presenting your vehicle for us to complete the services or by purchasing any goods from us, you acknowledge, agree and accept that:**

- 16.1 **any modification (services or goods) that affects the emission standard of a vehicle means it will not be roadworthy and you must use some form of vehicle transportation, for example, when collecting your vehicle or driving it on the road as it will be illegal for you to drive it on the roads;**
- 16.2 **it is your responsibility to ensure that your vehicle is in a good and healthy condition before we commence any services or any good bought are installed;**
- 16.3 **despite our skill and experience in providing the services and goods, the act of tuning and/or modifying a vehicle inherently carries an element of risk to a vehicle, including but not limited to mechanical damage, damage or corruption to a control unit and excessive wear to components;**
- 16.4 **we do not accept liability for any subsequent damage, premature wear and tear, or any other failures within your vehicle that arise as a result of the services that have been completed on your vehicle or goods installed to your vehicle;**
- 16.5 **you have sufficient experience and/or skill to drive a tuned/modified vehicle; and**

16.6 **it is your responsibility to ensure your vehicle insurance is valid following the completion of the services or goods installed.**

**17 Faulty services or goods —consumers**

**This clause 17 only applies to you if you are a consumer.**

17.1 Any goods that we provide to you must be as described, fit for purpose and of satisfactory quality. Any services that we provide to you must be provided with reasonable care and skill.

17.2 Subject to the inherent risks of the services that you accept within clauses 16.3 above, if a service is not carried out with reasonable care and skill, you can ask us to repeat the service or to fix it, or get some money back if we cannot fix it.

17.3 During the expected lifespan of any goods that you have purchased from us, you are entitled to the following:

|                          |  |
|--------------------------|--|
| <b>Up to 30 days:</b>    | If your goods are faulty, you can get an immediate refund.   |
| <b>Up to six months:</b> | If the goods cannot be repaired or replaced, then you are entitled to a full refund in most cases. |
| <b>Up to six years:</b>  | If the goods do not last a reasonable length of time, you may be entitled to some money back.      |

17.4 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 11 above. For more detailed information on your rights, visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

17.5 If there is a problem with a service or goods you have purchased from us, please contact us as soon as reasonably possible.

**18 Faulty services or goods—business customers**

**This clause 18 only applies to you if you are a business customer.**

18.1 We warrant that the services will be:

18.1.1 performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and

18.1.2 free from material defects at the time the services are completed, subject to the exclusions listed in clause 16.1.

18.2 We warrant that any goods you purchase will, for a period of one month from the date of delivery (as described in clause 10.7) **(Goods Warranty Period)**:

18.2.1 conform in all material respects to their descriptions on the website, or that which we provide to you;

18.2.2 be free from material defects in design, material and workmanship; and

18.2.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.



- 18.3 We will (in each case at our option):
- 18.3.1 remedy or re-perform any services that do not comply with clause 18.1, provided that you notify us by email to [info@avontuning.co.uk](mailto:info@avontuning.co.uk) within 7 calendar days from the date that the services are completed; or
- 18.3.2 repair or replace any goods that do not comply with clause 18.2, provided that you notify us by email to [info@avontuning.co.uk](mailto:info@avontuning.co.uk) within the Goods Warranty Period.
- 18.4 Should you have any issues with the goods following the Goods Warranty Period, you may be able to obtain a remedy directly from the manufacturer under its warranty (if applicable).
- 18.5 Except as set out in this clause 18, we give no warranties and make no representations in relation to the services or goods, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **19 Events beyond our control**

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

## **20 Our liability to consumers**

**This clause 20 only applies to you if you are a consumer.**

- 20.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 20.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 20.3 We remind you of your acknowledgement, agreement to and acceptance of the matters listed in clause 16 above (*Risks of the services*) by providing your vehicle for us to complete the services. So far as it is permitted by law, we exclude or limit our liability for any loss or damage arising in relation to a matter included in clause 16.
- 20.4 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **21 Our liability to business customers**

**This clause 21 only applies to you if you are a business customer.**

- 21.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for your order.

21.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

21.2.1 consequential, indirect or special losses; or

21.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated); or
- (h) harm to reputation or loss of goodwill; or

21.2.3 losses arising in relation to those matters set out in clause 16.

21.3 Nothing in these terms will limit or exclude our liability for:

21.3.1 death or personal injury caused by negligence;

21.3.2 fraud or fraudulent misrepresentation; or

21.3.3 any other losses which cannot be excluded or limited by law.

## 22 Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available on our website, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## 23 No third party rights

No one other than us or you has any right to enforce any of these terms.

## 24 Complaints

24.1 If you are unhappy with us or the services we have provided to you, please contact us at [info@avontuning.co.uk](mailto:info@avontuning.co.uk).

24.2 If you are a consumer and your complaint cannot be resolved in accordance with our complaint handling policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court. If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.

## 25 Governing law and jurisdiction

25.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of

England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

25.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

## **26 General terms**

26.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

26.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

26.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

26.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

26.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.