

Service Terms

Please find set out below information about us and the terms and conditions (Terms) on which we will supply the services (Services) listed on our website (our site) to you. Our contract with you.

These Terms will apply to any contract between us for the supply of Services to you (Contract). Please ensure you read these Terms carefully and make sure that you understand them, before booking any Services from our site. Please note that by booking any of our Services, you agree to be bound by these Terms. If there are any Terms you don't understand, please do not hesitate to contact us and we will provide clarification. If you do not accept these Terms please do not proceed to book any Services through our site.

We amend these Terms from time to time. Every time you wish to book Services, please check these Terms to ensure you understand the terms which will apply at that time.

Information about us

www.collectmywheels.com is a site operated by Collectmywheels.com Limited ("We"). We are registered in England and Wales under company number 06538456 and have our registered office at 41 Clos Brenin, Brynsadler, Pontyclun CF72 9GA. Our main trading address is The Woodlands Workshops, Coed-cae Lane Industrial Estate, Pontyclun CF72 9DW. Our VAT number is 929265592. We are a limited company.

You can contact us by telephoning us on 02920 023329 or by e-mailing us at info@collectmywheels.com.

If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail, by hand, or by pre-paid post to the trading address set out above. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us at the time of making your booking.

Our Services

The collection and delivery service offered as part of the Services is only available to vehicles located in the Bridgend, Rhondda Cynon Taff, Vale of Glamorgan and Cardiff areas (Collection Areas). Should you wish to place a booking for Services for a vehicle located outside of the Collection Areas you will be responsible for delivering the vehicle to our trading premises and for collecting the same upon completion of the Services you require.

The Services are only available for small vans (weight 3 tonnes or less) and cars.

The supply of Services on any particular date is subject to availability.

Placing a booking for our Services

For the steps you need to take to book the Services you require on our site, please see our Menu page <http://www.collectmywheels.com/servicing-mot-repairs-costs/>.

Our booking process allows you to check and amend any errors before submitting your order for the required Services (Booking) to us. Please take the time to read and check your Booking at each stage of the booking process.

After you place your Booking, you will receive an e-mail from us acknowledging that we have received your Booking. However, please note that this does not mean that your Booking has been accepted. Our acceptance of your Booking will take place once we send to you an email that confirms the Services you have selected have been booked (Booking Confirmation). The Contract between us will only be formed when we send you the Booking Confirmation.

If we are unable to supply you with a Service for example because your selected date is no longer available we will inform you of this by e-mail and we will not process your Booking.

Performing our Services

We will perform the Services you have selected in making your Booking (Selected Services) on the date set out in the Booking Confirmation (Booking Date).

The Selected Services will be provided on the vehicle details of which are set out in the Booking Confirmation (Vehicle).

We will collect your Vehicle between 8.00am and 10.00am on the Booking Date.

On collecting the Vehicle we will undertake a condition report. We reserve the right to cancel your Booking if, in our professional opinion, the Vehicle is not roadworthy or if the vehicle is not that specified in the Booking Confirmation.

We will provide the Selected Services using all reasonable skill and care.

We will use every effort to complete the Selected Services on the Booking Date and (unless otherwise agreed) to deliver your Vehicle to you between 4.00pm and 6.00pm on that date. We require payment in full of the price for the Selected Services (and any additional charges agreed) before we return your Vehicle.

The return of your Vehicle on the Booking Date may be delayed if:-

- (a) additional works are required to your Vehicle;
- (b) if you fail to supply any information we require to provide the Selected Services or if any information you supply in your Booking or subsequent to your Booking is incomplete or incorrect;
- (c) if payment of the price for the Selected Services (and any agreed additional charges) is not received on the Booking Date. If in supplying the Services additional works are required to be carried out on your Vehicle we will contact you to inform you of the additional work and the charges for carrying out such work. We will normally arrange with you for the Vehicle to be booked in to have the additional works carried out on an alternative date convenient to you. We will not carry out any additional works to your Vehicle without your consent.

Your Responsibilities

If you are a consumer, you confirm you are at least [18] years old.

If you are not a consumer, you confirm you have authority to bind the business on whose behalf you are purchasing the Selected Services.

You warrant that you are, or should you be a company, your company is the registered keeper of the Vehicle. We will require you to provide certain information to enable us to provide the Selected Services.

You are responsible for ensuring the information supplied is accurate and correct. The information you supply will be used to provide the Selected Services. If the information you have supplied is incorrect, it is your responsibility to identify the mistake. We do not accept liability if your Booking later proves to be incorrect due to the information you supplied either at the time of Booking or any time thereafter being incomplete or inaccurate. If you think there is a mistake in your Booking please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

You will notify us of any changes in your address or contact details arising following the acceptance of your Booking.

You will make the Vehicle available for collection at the address set out in the Booking Confirmation on the Booking Date between the hours of 8.00am and 10.00am. You will also be available to take delivery of the Vehicle at the address set out in the Booking Confirmation between the hours of 4.00pm and 6.00pm, unless otherwise agreed.

If you are not available to take delivery of the Vehicle following completion of the Selected Services we reserve the right to charge you any costs we incur in respect of the storage of your Vehicle including any insurance costs.

Where, acting on your instructions, keys are not physically handed over to us upon collection or to you on delivery, we accept no liability for any theft of the Vehicle at any time prior to the collection of the Vehicle or following the delivery of the Vehicle.

Changes to your booking

You may request a change to your Booking at any time prior to 24 hours of the Booking Date by contacting us. We will use all reasonable endeavours to accommodate your requested change. An additional charge may be payable for the change to your Booking. We will notify you of any revised charges. If we are unable to arrange the requested change to your Booking on the Booking Date or if any additional charge payable is not acceptable, you may cancel your Booking in accordance with the cancellation provisions set out below. Please note that should you cancel your Booking within less than 24 hours of the Booking Date a cancellation fee of £25.00 may be payable.

Price of our Services

The price of the Selected Services will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of our Services are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of the

Selected Services, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Selected Services at the correct price or cancelling your Booking.

We will not process your Booking until we have your instructions. If we are unable to contact you using the contact details you provided during the booking process, we will treat the Booking as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Selected Services to you at the incorrect (lower) price.

The prices quoted for our Services on our site include standard manufacturer approved parts and lubricants. Your Vehicle may require specialist parts or lubricants. An additional charge may be payable for specialist parts or lubricants required to perform the Selected Services. On receipt of your Booking we will contact you to inform you any specialist parts or lubricants required by your Vehicle and any additional charges payable in respect of the use of such parts or lubricants.

Prices for our Services may change from time to time, but changes will not affect any Booking which we have confirmed with a Booking Confirmation.

The price of a Service includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your Booking and the Booking Date, we will adjust the VAT you pay, unless you have already paid for the Selected Services in full before the change in VAT takes effect.

How to pay

You can only pay for Services using a debit card or credit card. We only accept the following cards: Visa Debit, Visa Credit and Mastercard.

Please note a 2% surcharge is payable should you use a credit card to make payment.

Upon receipt of your Booking we will contact you to request details of your debit or credit card. We will not normally charge your debit or credit card until the Selected Services have been performed and the Vehicle is ready to be returned to you. We do however reserve the right to request payment of the price for the Selected Services (and any agreed additional charges) in full or in part upon receipt of your Booking or prior to the Booking Date.

Unless otherwise agreed, payment of the price for the Selected Services (including any agreed additional charges) in full must be received prior to the return of the Vehicle. If you do not make any payment due to us by the due date for payment, without prejudicing any other right or remedy available to us, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

Your right to cancel

If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period of 14 days from the date of the Booking Confirmation (which is the date when the Contract is formed between

us) (Cancellation Period). This means that during the Cancellation Period, if you change your mind or for any other reason you decide you do not want to receive the Selected Services, you can notify us of your decision to cancel the Contract. Please note if you want us to begin work during the cancellation period and then cancel the Contract we will charge you for any work undertaken. If you are a business customer you may cancel your Booking any time up to 24 hours before the Booking Date.

To cancel your Booking please contact us on the telephone number or email set out above.

If you cancel your Booking and you have made any payment in advance for the Selected Services that have not been provided to you, we will refund these amounts to you as soon as possible and no later than 30 days from the date of cancellation. Any refund will be paid to the debit or credit card supplied to us.

Please note that if a notice of cancellation is received less than 24 hours before the Selected Services are to be provided we reserve the right to charge you a £25.00 cancellation charge.

Our right to cancel

We may have to cancel your Booking prior to performing the Selected Services, due to an Event Outside Our Control or the unavailability of key personnel or key parts and/or materials without which we cannot provide the Selected Services. We will promptly contact you if this happens. If we cancel your Booking in these circumstances you will be refunded any payment of the price of the Selected Services you have made in advance.

We may cancel your Booking with immediate effect if:-

- (a) we have reason to believe the Booking has been made fraudulently;
- (b) you fail to make payment of any sum due prior to the provision of the Selected Services;
- (c) you breach a provision of these Terms in material way and fail to remedy that breach within the period we (acting reasonably) request that the breach is remedied;
- (d) you are a company and you become insolvent.

Our right to vary these terms

We may revise these Terms from time to time in the following circumstances:

changes in how we accept payment from you;

changes in relevant laws and regulatory requirements; and

changes which enhance the Services we are able to offer you.

Every time you book Services from us, the Terms in force at that time will apply to the Contract between you and us.

If there is a problem with the Selected Services

In the unlikely event that you are unhappy with or there is any defect with the Selected Services:

- (a) please contact us and tell us as soon as reasonably possible;
- (b) please give us a reasonable opportunity to repair or fix any defect; and
- (c) we will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within [48 hours].

You will not have to pay for us to repair or fix a defect with the Selected Services.

As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

Our liability to you

If we fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

We will use all reasonable endeavours to take care of your Vehicle whilst it is in our possession. We will make good any damage to your Vehicle caused by us in the course of providing the Selected Services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Vehicle that we discover in the course of performing the Selected Services.

We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by Chapter 2 of the Consumer Rights Act 2015
- (e) defective products under the Consumer Protection Act 1987.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, blizzards, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of

the use of railways, shipping, aircraft, road networks, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(f) we will contact you as soon as reasonably possible to notify you; and

(g) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of the Selected Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

Other important terms

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Please note that these Terms are governed by English and Welsh law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.