**TERMS & CONDITIONS**

**Service & Repair - Terms and Conditions**

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**Retail Terms and Conditions of Sale**

Vehicle repairs and servicing are supplied by us subject to the following terms and conditions and you must accept these before contracting with us so that you understand your rights and obligations.

1. Contracting Party

By placing an order ('Order') you will be entering into a legally binding contract with Flavin Consulting Ltd (company registration number 03805925; VAT number GB 766 8897 44), whose registered office address is 309 High Road, Benfleet, Essex SS7 5HA trading as Flavin Vehicle Repairs ('Flavins' 'We' 'Us', 'Our') for the provision of Vehicle maintenance, servicing and repairs and tyre replacement.

2. How To Contact Us

a) e-mail at lesley@flavinconsulting.com

b) call Administration Office on 01268 581666

c) write to us at our operational headquarters: 1 One Tree Hill, Stanford le Hope SS17 9NH

3. MOT and Service Bookings

a) Specific times may be available for pre-booked MOTs. If a specific time has been allocated, please be punctual or our ability to offer the MOT on that day may be impacted.

b) For servicing, your vehicle should be with Us before 9am, unless advised otherwise at the time of booking.

4. Order Acceptance

a) We will e-mail you to accept your order at which point a contract will come into existence between us.

b) Solely at our discretion, we retain the right to refuse your order request. If we have concerns that there is an attempt to place an order dishonestly, fraudulently or by attempting to use payment details which have been stolen, we will make additional checks and if appropriate involve external authorities.

5. Mobile Service Bookings

a) If you have ordered tyres for fitting by a mobile van, on the day of your booking, our mobile technician will call you when they are on the way to your location.

Fitting appointments offered by mobile units will be arranged at a suitable time for both parties:

We will do our best to ensure that our mobile unit arrives with you at the agreed time. However, we cannot guarantee the time of the booking which will be dependant on traffic and weather conditions. We will inform you as soon as reasonably practicable of any delays or complications.

b) Fitting tyres or wheels to your vehicle will first be subject to a complete visual inspection.

We require that you acknowledge any vehicle faults and you agree that the correct tyre has been selected.

6. Mobile Services - Access to your Vehicle

a) You must be present with your vehicle at the address listed and at the time specified within the order. You must provide us with free and prompt access to your vehicle to enable us to complete your order.

7. Price

a) The price of Products and Services, in pounds sterling, is for retail customers only. All estimates are fully inclusive of parts and labour and will be subject to VAT at the prevailing rate.

b) Our website contains a large number of Products and Services and it is always possible that, despite our best efforts, some of the Products and/or Services listed on this website are unavailable.

c) Before the contract is raised, we reserve the right to change the price of the Products and Services in accordance with these terms and conditions,

d) We shall be entitled to adjust the price payable by you to reflect any changes which are made to the rate of VAT between the point of Order and the completion of the work.

8. Estimates

a) All estimates are valid for 7 days from the date of issue, unless they include a specific promotional offer which has an earlier expiry date. The expiry date of promotional offers will be clearly marked.

b) Once Services have started you will be informed immediately of any additional work identified. A new printed estimate will be produced on request and additional work will only be carried out with your agreement.

9. Payment

a) Payment in full is required on completion of the work and prior to removal of the vehicle.

b) With the exception of American Express, we accept all major Debit & Credit Cards.

10. Ownership of Products

a) All Products supplied remain our property until paid for by you in full although this retention of ownership will not affect any claim which we may have against you for the payment of any overdue amount.

11. Removal of Parts

a) With the exception of warranty and service exchange parts, removed parts will be disposed by us. Disposal will be in accordance with current environmental regulations and legislative requirements.

12. Guarantees

a) The guarantees provided by us, as set out in the manufactures guidelines, are for a minimum of 12 months or 12,000 miles and and will apply from the date of the original purchase.

b) Guarantees are not transferable and only apply to the person who made the original purchase. Please ensure you retain your invoice, as proof of purchase is necessary before work can be carried out under the guarantees.

c) All guarantees are in addition to your statutory rights.

d) You must notify us of any claim as soon as possible after becoming aware of the fault or issue in question.

e) We do not provide replacement vehicles or courtesy cars.

13. Storage Charges

a) Storage charges will be payable to us in relation to any abandoned vehicles or vehicles not collected for a period of 30 days following completion of the work undertaken on that vehicle.

14. Definitions

a) The following definitions shall apply for the purposes of this clause:

“Date of Purchase” means the date shown on the invoice.

“Goods” means parts or tyres or wheels.

15. Liability for Damage to Products

a) Once any Products have been supplied you will become liable for any loss or damage to those Products unless such loss or damage was caused by us.

16. Liability for Structural Defects

a) We will not be liable for any damage to your vehicle which is caused as a direct result of structural defects or weaknesses unless that damage is caused as a direct result of a breach of our obligations in this contract.

17. Complaints

a) We are under a legal duty to supply Products and Services that are in conformity with the contract. If you have a complaint and/or are not satisfied with the Products or Services you have been supplied with, please contact the Administration department using the contact details provided above.

18. Allowing Us the Opportunity to Put Things Right

a) If you suffer any loss or damage for which we are responsible then you must afford us a reasonable opportunity to remedy the problem and you must take reasonable steps to minimise or avoid any loss or damage which you may suffer as a result.

b) We will not be responsible for any loss or damage if you fail to give us a reasonable opportunity to put it right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

19. Trademarks

a) All trademarks, service marks, and trade names that appear on this website are proprietary to Flavin Consulting Ltd. Trademarks should not be copied without our prior written permission.

20. Data Protection

a) Where you provide your personal data to us or we otherwise process personal data about you in connection with these Terms and Conditions or the provision of Products or Services, we shall process your personal data in accordance with GDPR Legislation and our Privacy Policy. Our Privacy Policy is available on request.

21. Third Party Rights

a) Only you and us shall be entitled to enforce this contract. No third party shall be entitled to enforce any of the terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22. Severance

a) If a court finds part of this contract illegal, the rest will still continue in force.

b) Each of the paragraphs of these terms operates separately.

c) If any court or relevant authority decides that any of the terms or paragraphs are unlawful, the remaining terms and paragraphs will remain in full force and effect.

23. Entire Agreement

a) These Terms and Conditions, together with any documents referred to or incorporated into it constitute the entire agreement between you and Flavin Consulting Ltd and supersede all prior communications and proposals.

24. Governing Law & Jurisdiction

a) These terms are governed by English law and you can bring legal proceedings in respect of the Products and Services you have received in the English courts.