



Terms & Conditions

Last Updated: 16/09/2019

1. WHO WE ARE

1.1 You are contracting with Dyno Remaps. The Registered Office is Unit 6, Marston Court, Marston Road, Stockton-on-Tees, TS18 2PN. References to Dyno Remaps, "the company", "we", "our" and "us" throughout the Terms and Conditions refer to this Company.

2. PROVIDING SERVICES

2.1 These Terms and Conditions will be binding between the Company and you, the customer, upon booking your vehicle in for work with us. Where you, the customer, are a consumer, these Terms and Conditions do not affect your statutory rights.

2.2 We need certain information from you which is necessary for us to provide services. Examples include the make, model, engine, age and mileage of your vehicle, name, address, email and phone number. We will not be liable for any delay or non-performance where you have not provided this information or it is inaccurate.

2.3 It is the customer's responsibility to ensure the vehicle is in correct working order without underlying faults. We make no representations or warranties that the services and products we supply will not cause damage to your vehicle, owing to, but not limited to, an underlying fault or poor servicing. Prior to carrying out any software tuning to a vehicle, we will carry out a basic inspection. We do not make any representations or warranties that this inspection will identify all underlying defects of your vehicle which may cause your vehicle to fail after software tuning has been carried out. In circumstances where the condition of your vehicle is such that we advise you, that the carrying out of our services may cause damage to your vehicle over time, and you chose to proceed with our services, you do so at your own risk. High mileage vehicles or vehicles that are poorly maintained are examples of where we may advise you not to proceed. Where an advisory notice is documented on this invoice, we accept no liability for any damage caused, directly or indirectly, to your vehicle, or any financial loss or expenses incurred by or imposed on or in connection with your use of our services. If you have modified the vehicles programming / coding yourself using OBD Tools such as iCar or iCarly (not limited to these tools only) and coded in features and not directly expressed them to us this will void (Clause 3)

2.4 We make no representations or warranties that our services will not expose or exacerbate a previously unknown fault or weakness with your vehicle, which may ultimately lead to an engine or part failure.

2.5 We make no representations or warranties that the use of our services will not invalidate any manufacturer or 3rd party warranty you may currently have in place.

3. IF THERE IS A PROBLEM WITH THE SERVICES

3.1 In the unlikely event that there is any defect with the services we provide or products we have supplied:

- (a) contact us and tell us as soon as reasonably possible;
- (b) 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 60 days.

3.2 You will not have to pay for us to repair or fix a defect with the services or products under this clause.

3.3 We will not accept liability for any work carried out by a 3rd party in circumstances where you have not afforded us the opportunity to rectify any defect in accordance with clause 3.1.

3.4 Where you have afforded us the opportunity to rectify any defect in accordance with clause 3.1 and we have not done so within 60 days, we will only be liable for work carried out by a 3rd party where you have obtained our written permission and provided us with three written quotes in advance of having the work carried out.

3.5 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

4. OUR LIABILITY TO YOU

4.1 If we fail to comply with these Terms and Conditions, we are only responsible for loss or damage to a vehicle (or its accessories or contents) that is a foreseeable result of our breach of the Terms and Conditions or as a result of our negligence. 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. Loss or damage arising out of the circumstances in clause 2.4 is not a foreseeable event for the purposes of this clause.

4.2 We are not liable for any costs associated with recovering a vehicle that has broken down.

4.3 Where you are a consumer, we only supply the services or product(s) for domestic and private use. You agree not to use the services or product(s) for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

4.4 Subject to clause 4.5, our liability to you for any direct loss, damage, cost or expenses shall be limited to £1,000,000 in respect of any one event or series of connected events.

4.5 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 section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

5. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

5.1 Before we begin to provide the services, you have the following rights to cancel, including where you choose to cancel because we are affected by an event outside our control, or if we change these Terms and Conditions under clause 10.2, to your material disadvantage:

- (a) You may cancel any booking for services at any time before the booking by contacting us. We will confirm your cancellation to you.
- (b) If you cancel a booking under clause 5.1(a) and you have made any payments in advance for services that have not been provided to you, we will refund these amounts to you.
- (c) However, if you cancel a booking / do not turn up to a booking on time for services under clause 5.1(a) and we have already started work on your vehicle by that time, you will pay us any costs we have reasonably incurred in starting to fulfil your booking, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us.
- (d) If you request a refund after the service has been carried out by the company then we will charge you time and any loss for services, time (labour) or parts incurred by the company for providing you with the service.

6. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

6.1 If we have to cancel a booking for services before the services start:

- (a) We may have to cancel a booking before the start date for the services, due to an event outside our control or the unavailability of key personnel or key materials without which we cannot provide the services. We will promptly contact you if this happens.
- (b) If we have to cancel a booking under clause 6.1(a) and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you.
- (c) Where we have already started work on your vehicle by the time we have to cancel under clause 6.1(a), we will not charge you anything and you will not have to make any payment to us.

7. WARRANTY

7.1 We provide a one (1) year warranty on the software against any bugs, corruption or necessary updates. There may be a call out charge applicable if carried out by our mobile services, or an hourly rate.

7.2 For vehicles that are within their manufacturer's warranty, we provide a money back guarantee which is valid for fourteen (14) calendar days following and including the day the work was carried out. Any refund issued under the guarantee is subject to a £50 (inc. VAT) fee.

8. INFORMATION ABOUT US AND HOW TO CONTACT US

8.1 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning us on 01642 688247 or by e-mailing us at info@dynoremeps.co.uk.

8.2 If you wish to contact us in writing, or if any clause in these Terms and Conditions 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 Dyno

Remaps, Unit 6, Marston Court, Marston Road, Stockton-on-Tees TS18 2PN
or info@dynoremaps.co.uk. 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 in the booking.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

9.1 We will use the personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for such services; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under these Terms and Conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.

10.2 We may amend these Terms and Conditions periodically.

10.3 The Company shall have a general lien on all of your vehicle(s) and all of their contents for all monies owing to the Company by you on any account whatsoever.

10.4 We shall be entitled to reasonable storage charges if you do not pick your vehicle up within 7 days of delivering it to us.

10.5 We are not responsible for loss or damage to vehicles or other property whatsoever or however occasioned, except when such loss or damage is caused by the sole negligence or deliberate act of the Company or its employees or agents. Under no circumstances will the Company accept liability for loss or damage outside its control for any indirect loss, consequential loss, loss of profits, loss of business, loss of use or any special loss.

10.6 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

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

10.8 If we fail to insist that you perform any of your obligations under these Terms and Conditions, 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.

10.9 These Terms and Conditions are governed by English law.