

## User Terms and Conditions for use of Repairanycar.com

### TERMS OF USE

These Terms of Use (together with the documents referred to in them) govern your use of our website and its related sites, services, applications, and tools, at [www.repairanycar.com](http://www.repairanycar.com) (the “**Website**”). By using the Website you confirm that you accept these Terms of Use and that you agree to abide by them.

### TERMS APPLICABLE TO USERS

These Terms of Use sets out certain terms and conditions which are applicable to any person registering as a User on the Website and/or using the Website to make a Booking for Services from a Garage (a “**User**”).

#### 1. Registering on the Website

In order to benefit from all the features of the Website and make a Booking you will need to register with us as a User by following the online prompts. You will be asked to provide certain information about yourself including your name and contact details including your vehicle details. You must ensure that the information provided by you on registration is correct, complete and not misleading. You should also inform us promptly of any changes to the information that you have provided, by updating your details, so we can communicate with you effectively.

Repairanycar.com will contact you from time to time by telephone, post, email or SMS to keep you informed with news, products or services, including but not limited to car repairs (e.g. other automotive products, or other carefully selected offers or promotions which we feel may be of interest to you). If you have visited the Website and have registered with us or made a Booking, we may contact you, regarding the Services received by you.

Information (including information on the services we provide you on [repairanycar.com](http://repairanycar.com)) that you provide or that is obtained by [repairanycar.com](http://repairanycar.com) or kept in our records, will be shared within our group of companies to help us understand your relationship with us. We will also use this information for assessment and analysis (e.g. customer satisfaction, customer and product analysis, marketing, fraud prevention) to enable us to review, develop and improve the services which we offer and to understand and select products and services which we think, from the information we have about you, will interest you or be of benefit to you.

If you do not want your personal information to be used this way, please click [here](#) or write to [custservice@repairanycar.com](mailto:custservice@repairanycar.com), who will ensure that your information is not used for these purposes.

By registering as a User you are forming a contract with us. The contract between us will consist of your registration details and these Terms and Conditions.

#### 2. Services

The Website shall contain details of a variety of Garages near to you that offer the Services you have selected, in order for you to make a Booking with. The Garage shall offer a fixed standard and/or premium price for the Services you have selected. However if any additional work is required or you select from the Services on the Website the “*not sure what is wrong*” button, then such unspecified service will be additionally charged for and agreed between you and the Garage at the time of the Booking or when the Services are undertaken.

For the avoidance of any doubt, the charges detailed on the Website for the Services you have specifically selected shall be the only charges paid by you unless you have requested additional work and/or the Garage has independently agreed with you charges for further work identified/required.

Once you have made a Booking, the Garage shall call you as soon as reasonably practicable to confirm your Booking at the date and time selected together with the fixed pricing charged and/or to discuss further work that is required, which has been not been clearly specified and to discuss any additional charges relating to the further work, if these can be determined at the relevant time.

Please note any fixed, standard or premium pricing offered on the Website is subject to change from time to time and any fixed price offered shall only apply to Bookings made within 30 days of the date such Booking is made. Charges for Bookings made after the 30 day window may be subject to change and not charged for at the previously quoted or prior reduced price offered.

You will also have the ability to post feedback in relation to any Garage you have used as a result of your use of the Website or in response to the Services received by the Garage ("**Feedback**"). You must only post Feedback in relation to a Garage if you have used them as a result of your use of the Services. In addition you must ensure that the content of any Feedback does not contain any profanities and is not derogatory, intimidating, discriminatory, offensive or improper as otherwise they shall not be uploaded onto the Website and we have the right to remove a User from the Website if we believe that the Feedback provided contains such language.

### **3. Our Responsibilities to you**

If you use the Website as a User you acknowledge and agree that the services we provide are subject to the following limitations and disclaimers:

We cannot guarantee the accuracy, integrity or quality of any information you view or receive via the Website which is provided by third parties. This includes any information contained in Listings.

If you make a Booking and use the Services you acknowledge and agree that we do not endorse or recommend any of the Garages who are listed or who use this Website and we do not check or verify any information which Garages post or transmit via the Website. You shall be solely responsible for checking and verifying any information which you access via or receive via the Website before placing any reliance on it. If you choose to contact any Garage because of information you have received through your use of the Website you do so entirely at your own risk.

If you use the Website you also acknowledge and agree that information contained in any Listings are intended to be indicative only and will not form the basis of a binding contract between you and any Garage. If you choose to make a Booking with a Garage we strongly recommend that you conclude your own written agreement with them clearly detailing the Services to be done and the price to be paid. We will not be a party to any agreement, contract or Booking which you conclude with a Garage.

Repairanycar.com will not under any circumstances have any responsibility to you or liability to you for the performance or quality of any Services performed by the Garage

Please be aware that nothing on this Website is, or shall be deemed to constitute, an offer by us or any third party to sell to you any product or service or to enter into any contract with

you in respect of any product or service. By submitting your details, you are making an offer to obtain the Services from the relevant Garage on its terms and conditions that may be accepted or rejected.

We aim to provide uninterrupted access to this Website but we give no warranty as to the uninterrupted availability of this Website. We are not responsible for any losses or damages arising from an inability to access the Website, from any use of the Website or from reliance on the data transmitted using the Website where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet.

We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology.

We reserve the right to suspend, restrict or terminate your access to this Website at any time.

#### **4. Deletion of your profile**

You may at any time decide to delete the information and material which you have registered onto the Website. With regard to deletion of your personal details, it should be noted that any Feedback will still be available to the recipients, and these postings and messages will not be deleted. In the case of infringement of these terms, repairanycar.com reserves the right to delete or deactivate your registration, and also reserves the right to cease offering the service without notice, and thereby delete your registration.

#### **5. Changes to these terms**

Repairanycar.com reserves the right to change these terms at any time. In the case of major changes, repairanycar.com will provide a minimum of 30 days' notice of the starting date of the changed terms. Changes will be notified on the Website or may on a case by case basis notified via your email address.

### **INTELLECTUAL PROPERTY RIGHTS**

The copyright in the information, content, material or data displayed on this Website belongs to us or our licensors. You may temporarily print, copy, download or store extracts of information, content, material or data displayed on this Website for your own personal use only.

All intellectual property rights including, without limitation, all copyright, design rights, patents, inventions, logos, business names, trading names, service marks and trade marks, internet domain names, moral rights, rights in databases, data, source codes, software, specifications, know how, processes and business methods (in all cases whether registered or unregistered and including all rights to apply for registration) in and relating to this Website (including information, content, material or data displayed on it) belong to us or our licensors and all such rights are reserved.

Except as set out elsewhere in these Terms, none of the intellectual property rights belonging to us or our licensors in and relating to this Website (including information, content, material or data displayed on it) may be used, copied, modified, published, extracted, utilised, transmitted, displayed, sold, excerpted, reverse engineered, made available, reproduced, reformatted or distributed by you without our prior written consent.

All rights in repairanycar.com are owned by us.

## **INFORMATION ABOUT US**

The Website is controlled and owned by Euro Car Parts Limited (ECP) a company registered in England and Wales whose registered office is Euro House Fulton Road Wembley Middlesex HA9 0TF. Company number is 2680212 and VAT registration is 766 4369 89.

## **JURISDICTION AND LEGAL VENUE**

All disputes between repairanycar.com and a User which it has not been possible to resolve amicably shall be determined pursuant to English law and the English courts shall have exclusive jurisdiction to determine the matters relating to these Terms.

## **DEFINITION AND INTERPRETATION**

**Booking** means a User booking the Services with a Garage via the Website

**Garage** means a garage and/or a bodyshop and/or car service centre and/or an MOT station that has advertised on repairanycar.com and is qualified to carry out the Mechanical Services.

**Listing** means a profile created and/or amended by the Garage on the Website detailing their business and the Services that they can offer the User.

**Parts** means all mechanical car parts including without limitation accessories, garage equipment, tools, paint and collision parts.

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**Services** mean any combination of MOT or servicing work (but not limited to) any other automotive service delivery, maintenance, parts, accessories or repair available on the Website for the User to select.

**User** is an individual who utilises the Website to make a Booking for Services from a Garage.

**Website:** means repairanycar.com which provides comparison facilities for Users to book cost effective Services from a Garage.

**Working Day:** means the days that the Garage is open to conduct Services as advised in the Listing.

**Working Hours:** means the opening hours on a Working Day as advised in the Listing.