

# Trading Terms - SOLUTIONS

(Applicable if Services, Merchandise, Goods or Any Combination are Purchased)

## 1. Introduction

1.1 The terms contained in this document (**Trading Terms**) apply to all transactions for the purchase of products and services (each a “**Service**” or, two or more, the “**Services**”) from myself. By ordering any Services from me, you are indicating your acceptance to be bound by these Trading Terms. They form a legal agreement between YOU and ME and can only be amended with our consent.

1.2 In the event that the Site contains separate terms of trading linked to via the Site homepage, in the case of conflict between those terms of trading and these Trading Terms, the terms of trading shall prevail over these Trading Terms.

1.3 I reserve the right to change these Trading Terms from time to time without prior notice to you, provided that any such change will not affect any purchases you have made before the change is implemented.

## 2. Ordering

2.1 You may place an order to purchase a Service advertised for sale on my website / online listing platforms by Calling, Texting or E-mailing or through third-party referrals and after discussion on the item you are interested in. You will have an opportunity to Check, Amend and Correct any errors in your order up until the point at which you Confirm your order and I haven't set off driving for you.

2.2 All orders placed by you are subject to acceptance by me. I may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances, or you have already cancelled it in accordance with the provisions below (see [Cancellations and Returns](#)).

2.4 If your order includes Third Party Service(s) which are not available straightaway, I will contact you by Telephone or Text to ask you how you wish to proceed. You will have the option to wait until the Service(s) are Available or Amend or Cancel your order.

## 3. Prices and payment

3.1 The prices of Advertised Services for sale may vary due to the Diversity and Variations of Expected work and how far the Client is located although I make all provisions to keep them proper. All prices are in pounds (£) sterling, exclusive of VAT, and Call Out & Visiting charges.

3.2 Prices may change at any time prior to (but not after) acceptance of your order.

3.3 I cannot accept your order until you have Paid or Agreed to Pay for it in full upon visit. I may ask the money upfront in part or full before setting off for you or upon arrival before starting the work.

3.4 In the unlikely event that the price of an item has been incorrectly Agreed through Third Party Referrals, I will contact you by Phone, Text or Email to ask whether you wish to proceed with the order at the correct price. If you are not happy to proceed, or I am unable to obtain your instructions, I will cancel the order and Visit. Unless I have already arrived at your location, I will not be obliged to supply Services at the incorrect price.

## 4. Visiting / Arrival / Delivery

4.1 Subject to admissibility, I will use all reasonable endeavours to deliver the Services you have ordered as soon as possible at agreed Date, Time and Location.

4.2 I will arrive directly to the address specified in your order.

4.3 The precise timing of an Arrival cannot be specified. Because I have to travel long distances, sometimes from one job to the other, road traffic, weather conditions, completion of job with a client before your time slot influence the ETA & ETD Expected Time and Date of Arrival.

4.4 Once delivered, the Services ordered will become your property and your responsibility and, except in relation to Services that are damaged or faulty when delivered or have been incorrectly delivered, I will not accept any liability for their loss, damage or destruction after they have been delivered.

## 5. Cancellations and returns

5.1 Unless one of the exceptions listed in Clause 5.4, below applies, you may cancel your order (or any part of it) without giving any reason any time before I set out driving to your location. The cancellation period will expire as soon as I have arrived at your location. To exercise the right to cancel, you must notify me by calling me and have discussed the cancellation or by Text or E-mail once you received a confirmation reply (see [Clause 5.4](#)).

5.2 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation time has expired.

5.3 If you cancel this contract, I will reimburse to you all payments received as security deposit from you for specific order, or if I haven't ordered and paid for any agreed goods for you including the cost of delivery/ shipping / Third Party Services (except for the supplementary costs arising if you chose a type of delivery/ shipping other than the least expensive type of standard delivery/ shipping offered by us). I will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. I may withhold the reimbursement until I have been reimbursed the payment for goods and services by third party. Alternatively, you may ask me to substitute a Service, rather than provide you with a refund, but we can only do that if the Service you wish to substitute is of equivalent value to the order you are cancelling.

5.4 You may not cancel your order if:

- the Services have been customised or made to your own specifications;
- any Services contracted on your behalf to third party
- any Goods ordered and paid for on your behalf,

unless such Services were damaged or faulty when delivered to you or have been incorrectly delivered.

5.5 My policy on cancellations and returns does not affect your statutory legal rights.

## 6. Faulty Services

6.1 If any Service you purchase is Not as Described or Faulty when delivered to you, I may offer a repair, exchange or refund as appropriate, in accordance with your legal rights. If you believe a Service is faulty, you should notify me to arrange for the return of the Service(s).

6.2 My policy on faulty Services does not affect your statutory legal rights.

## 7. My liability

7.1 I will not be liable to you where performance of any of my obligations is prevented or restricted by any circumstance or cause beyond my reasonable control.

7.2 You are responsible for the use you make of the Service(s) you order. To the extent not prohibited by law, I accept no liability for any loss or damage which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, business interruption, loss of business or opportunity, unforeseeable expenses and losses, and other similar losses).

7.3 I accept no liability for death or personal injury caused by third party negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

7.4 Nothing in this section or elsewhere in our Trading Terms affects your statutory legal rights.

## 8. Personal Data

8.1 I only use your personal information in accordance with government guidelines and GDPR Regulations solely for Communication and Correspondence.

## 9. General

9.1 Failure by me to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Trading Terms.

9.2 If any part of these Trading Terms is found to be unenforceable as a matter of law, all other parts of these Trading Terms shall be unaffected and shall remain in force.

9.3 You and we agree that English law applies to these Trading Terms and that any dispute between us arising out of or in connection with these Trading Terms will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

9.4 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## 10. How to contact us

10.1 Please feel free to contact me using the details set out on my website. [www.automobile-solutions.com](http://www.automobile-solutions.com)