



## TOPAZ DETAILING LIMITED STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions;

1.2 "Premises" means Unit 15, 7 Premier Park Road, London NW10 7NZ and any other premises that may be occupied by Topaz from time to time to perform the Services (defined below);

1.3 "Services" or "Cleaning Process" means the vehicle valeting service(s) selected by you and those offered by us from time to time;

1.4 "Vehicle" means any car, van, commercial vehicle, motorcycle, caravan or any other form of transport accepted by us for cleaning;

1.5 "We", "us" or "Supplier" means Topaz Detailing Limited;

1.6 "You", "your" or "Customer" means the customer we make this agreement with, including any persons we reasonably believe is acting on behalf of the Customer and the with the Customer's authority and knowledge.

### 2. GENERAL

2.1 This Agreement shall apply to all contracts for the supply of services by the Supplier to the Customer.

2.2. Before commencement of the Services the Customer and the Supplier shall agree the Services to be carried out on the Customer's Vehicle and the price payable for such Services.

2.3 The Supplier shall use all reasonable endeavours to complete the Services within estimated time frames.

### 3. PRICE AND PAYMENT

3.1 The price for the Services must be agreed by the Supplier prior to the Supplier taking possession of the Customer's Vehicle. By leaving your Vehicle with the Supplier, you have entered into a verbal agreement with the Supplier for the Service at the agreed price. Your Vehicle will be assessed by a member of staff on arrival at the Premises and if it is not as previously described or additional Services are requested by the Customer, the Customer may be subject to an increase in price for the Services.

3.2 The Supplier shall invoice the Customer following completion of the work.

3.3 Invoiced amounts shall be due and payable within 7 days of completion of the work. Non-payment will result in refusal to release your Vehicle and the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 2.5% per annum above the base rate of the Bank of England. Extra charges for storage at a daily rate of £50 per day shall apply to any Vehicles that you fail to collect within the required time frame.

### 4. CANCELLATIONS

The Customer agrees to use its best endeavours to give the Supplier twenty four (24) hours notice should the Customer wish to cancel its appointment with the Supplier.

### 5. DELIVERY

5.1 The date of delivery specified by the Supplier is an estimate only and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Services.

5.2 Responsibility of the Vehicle will pass to the Customer upon delivery.

### 6. VEHICLE CONTENTS

The Supplier shall not be held responsible for any personal items left in the Customer's Vehicle. The Supplier will endeavour to bag any such items that are left in such Vehicle, but we respectfully ask that you remove such items prior to leaving your Vehicle with us.

### 7. OBLIGATIONS OF THE CUSTOMER

7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

7.1.1 co-operate with the Supplier;

7.1.2 provide the Supplier with any information reasonably required by the Supplier;

7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the Services; and

7.1.4 comply with such other requirements as agreed between the parties.

7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the Services agreed to, the Customer shall be required to pay to the Supplier as agreed damages and the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than give (5) working days' notice, the full amount of the Services agreed to. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the Services and subject to the payment of damages set out in this Clause 7.3.

7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

7.4.1 the Supplier shall have no liability in respect of any delay to the completion of the work;

7.4.2 if applicable, the timetable for the work will be modified accordingly; and

7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

7.5 It is this Customer's duty to disclose to the Supplier any defects, damage or weakness in the Customer's Vehicle, either known or suspected which may affect any work that the Supplier undertakes during the Cleaning Process.

7.6 Insurance of the Customer's Vehicle is the Customer's responsibility at all times. The Supplier does not undertake to insure such Vehicle against loss or damage whilst it is at the Premises. The Supplier will however ensure that the Vehicle is locked at all times.

7.7 Child seats should be removed by the Customer prior to the Vehicle being left at the Premises. Any seats left in the Customer's Vehicle shall remain in such Vehicle whilst the Supplier undertakes the Cleaning Process. The Supplier shall not be responsible for putting car seats back into the Vehicle and the Customer must ensure that any child seats are secure before using them. The Supplier shall not be held liable for injury or loss caused by the Customer not re-securing any child seats.

### 8. ILLEGAL SUBSTANCES OR ITEMS

Any illegal substances or items that are found in the Customer's Vehicle will immediately result in the Service being terminated and such Vehicle will be secured and the relevant authorities notified. It is not the Supplier's responsibility to notify the Customer of this should it occur.

### 9. EXCLUSION ZONES AND NOTICES

The Supplier cannot be held responsible for any person or persons entering the Premises and causing injury to themselves due to slippery floors or obstructions. The notice inside the Premises should therefore be noted. It should also be noted that the public are not permitted to enter the work bay areas at the

Premises without prior permission of the management of the Supplier and the waiting area situated at the entrance of the Premises is for the use by the Customer.

### 10. KEYS

You confirm that you have a spare set of keys for your Vehicle and that we shall not be liable for loss or damage caused to you or your Vehicle as a result of us locking them in your Vehicle.

### 11. REFUSAL

The Supplier reserves the right to refuse to clean a Vehicle and no further contracts will be undertaken for the Customer concerned.

### 12. PRODUCTS

12.1 The products that the Supplier uses in the course of its business are specifically designed for use on Vehicles. The Supplier shall not be held responsible for any damage caused to the Customer's Vehicle through the use of these products. The Supplier's staff take every care when using these products. COSH data sheets are available for viewing by customers, however, prior to notice to our office staff must be given and an appointment arranged should the Customer wish to view such sheets.

12.2 In certain products there are chemicals used which are hazardous, therefore we respectfully request that the Customer does not stand next to any Vehicle whilst it is being washed and utilise our waiting area. Alternatively, we request the Customer remains at a minimum of 30 feet away from such Vehicle. Any harm or injury caused by products splashing on to the Customer due to the aforementioned not being adhered to cannot be the responsibility of the Supplier and is at the Customer's risk entirely.

### 13. PAINT PROTECTION FILM

13.1 The Supplier shall offer a five (5) year warranty (from the date of purchase) ("Warranty Term") on paint protection film ("PPF") that has been manufactured and installed by the Supplier's team of certified installers. The warranty will cover the Customer's film against yellowing, cracking or lifting of the surface of the Customer's Vehicle for the Warranty Term. The warranty shall not cover damage to PPF caused by accidents or collisions, intentional misuse or ordinary wear, neither does it cover damage, dents or chips to the protected surface or film caused by impact of rocks or other debris.

13.2 Any PPF the Supplier agrees to replace, which is covered by the warranty, will be done so at no extra cost. In such case, replacement of damaged film is the exclusive remedy and liability shall not extend to any other damages, incidental, consequential or otherwise. PPF that is not covered by this warranty may be replaced at an additional cost to be agreed between the Supplier and Customer.

13.3 The Customer should be aware that PPF is resilient to certain industry standard automotive car care products (please refer to the Supplier's 'After Care' documentation for further information). However, some chemical cleaners may harm the PPF. In such circumstances, any damage would not be covered under the warranty.

13.4 If the PPF is found to be damaged and upon the Supplier's inspection of the damaged PPF and determination that such damage falls within the scope of the warranty, the Supplier shall arrange for the PPF to be replaced at no cost within sixty (60) days at the Premises.

13.5 In the event the Supplier is unable to replace the warranted product due to its discontinuation or unavailability, the Supplier agrees to replace the product with a comparable product or shall reimburse the Customer with the purchase cost as indicated on your proof of purchase, and at our sole discretion.

13.6 In the event the Supplier determines that any damage is not covered by the warranty, the Supplier agrees to notify the Customer of such circumstance and of service alternatives that may be available to the Customer on a fee basis.

13.7 For the avoidance of doubt, replacement products, once installed, are covered by the warranty for the remaining period of the warranty only.

13.8 The warranty is non-transferable and will terminate if the Customer sells or otherwise transfers the warranted product to a third party.

13.9 The warranty will not cover problems with a warranted product due to normal wear and tear. It also does not cover problems with a warranted product resulting from external causes such as accident, abuse, misuse, mishandling, collision, alteration, negligence, fire, theft, vandalism, riot, explosion, natural disaster, or other acts of God. Moreover, it does not cover any problems resulting from usage of a warranted product that is not in accordance with 'After Care' instructions or resulting from a failure to follow product instructions or a failure to perform preventative maintenance to or parts replacement for your Vehicle as suggested by the manufacturer in its maintenance schedule. Finally, it does not cover warranted products for which the Supplier has not received full payment.

13.10 For the avoidance of doubt, the Supplier shall not be responsible for any derived costs as a result of a warranty claim, such as fuel, loss of earnings, or other consequential losses or costs.

13.11 The warranty is a product warranty and not insurance and is limited to one claim.

13.12 For the avoidance of doubt, any part of your Vehicle that has been damaged by means not covered under the warranty that has also been damaged intentionally, damage which would otherwise be covered under the warranty if caused unintentionally, will not be covered under the warranty.

#### **14. WARRANTY**

14.1 The Supplier warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

14.2 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Services to be provided by the Supplier.

#### **15. INDEMNIFICATION**

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that the Services provided by the Supplier in accordance with the agreement between the parties infringes a patent, copyright or trade secret or other similar right of a third party.

#### **16. LIMITATION OF LIABILITY**

16.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

16.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

16.3 For the avoidance of doubt, the Supplier shall not be held liable for the following:

16.3.1 Damage or loss to the Customer's Vehicle resulting from acts of third parties who are neither employees or persons acting under the instruction of the management of the Supplier;

16.3.2 Damage or loss to the Customer's Vehicle if such Vehicle is left outside our premises before or after our usual opening hours;

16.3.3 Loss or damage to the Customer or the Customer's Vehicle caused by us which is attributed to defects, damage or weakness in the Customer's Vehicle which has not been disclosed to the Supplier, irrespective of whether such defects were previously known to the Customer;

16.4 Nothing in this Agreement shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

#### **17. TERMINATION**

17.1 Either party may terminate this Agreement forthwith by notice to the other party if:

17.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

17.1.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

17.1.3 the other party passes a resolution for winding up, or a court of competent jurisdiction makes an order to that effect;

17.1.4 the other party ceases to carry on its business or substantially the whole of its business; or

17.1.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

17.2 The Supplier may terminate this Agreement at any time by providing 48 hours notice (oral or written) to the Customer.

#### **18. INTELLECTUAL PROPERTY RIGHTS**

18.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

18.2 The Customer agrees that any templates of PPF belonging to the Supplier are for the sole use of the Supplier and will not be used by the Customer for its own benefit under any circumstances.

#### **19. FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

#### **20. INDEPENDENT CONTRACTORS**

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement.

#### **21. ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

#### **22. SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement

had been agreed with the invalid illegal or unenforceable provision eliminated.

#### **23. NOTICES**

Any notice to be given by either party to the other may be served orally or by email or post to the address of the other party as set out on the Customer's invoice or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

#### **24. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

#### **25. NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

#### **26. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.