

Terms and Conditions

Please read these carefully. Before we carry out any work on your vehicle you will be asked to read and agree to our Terms & Conditions.

1. Introduction

1.1 These Terms & Conditions are expressly incorporated into the contract made between A B Screens and the customer for the provision of the services (“the contract “), including but not limited to the orders excepted by A B Screens in relation to the services.

1.2 Any variation to these Terms and Conditions including any additional orders for the services shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of A B Screens.

2. Interpretation

The following definitions and rules of interpretation apply in these conditions.

“ABS” means A B Screens of Nottingham, 14 Smithfield Avenue, Trowell, Nottingham NG9 3PD...Tel 0800 9800 646

2.1 “Windscreen Service” means the provision of a windscreen and/or rear or side window repair or as requested a replacement for the vehicle.

2.2 “Windscreen Technician” The person providing the windscreen service for and on behalf of ABS.

2.3 “Windscreens Quote” means any quote given to by detailing the fee for windscreen service.

2.4 “Fee” means the sum which is due to be paid to us in consideration of the performance of the windscreen service which shall include the parts and labour identified to you by ABS and any VAT and other applicable taxes payable.

2.5 “Excess” the excess charge payable by the customer under any insurance policy specified in the account form.

2.6 “Glass” means any and all glass, trims, additional items, special stock parts, sundries which are supplied to the customer during the provision of service.

2.7 “ Services” means automotive glass replacement and repair services including without limitation the answering of calls from customers and such other services as the parties may agree from time to time but excluding Advanced Driver Assistance Systems (ADAS) services as set out in clause 6.4 of these Terms and Conditions.

2.8 “Support Hours” means twenty-four (24) hours per day, seven (7) days per week.

3. General

The contract governed by these term and conditions is made between you and A B Screens of Nottingham.

3.1 In the course of a repair, Glass may crack beyond repair through no fault of our Technicians. You acknowledge that risk. If this happens we will ask you if you would like us to replace the glass. If you wish to proceed with a replacement, you agree that section 5.2 shall apply to that service. We will take into account any money you may have already paid to us.

3.2 Where you are not the owner of the vehicle

a) By instructing ABS to carry out any glass related work in relation to the vehicle you warrant to us that you are authorised by the owner and registered keeper of the vehicle to do so.

b) You agree to hold us harmless and make good any losses, cost or damages which we incur as a result of any claim against us by the owner or registered keeper of the vehicle alleging that, or resulting from the fact that, you are not authorised to so instruct us and / or the provision by us of the windscreen service.

4. Payments

You agree to be responsible for the full cost of our glass repair and replacement of parts on your vehicle. In making these arrangements to deliver our service to you, we incur business costs. You agree that we may charge (i) for or in respect of these arrangements or cost and/or (ii) an up-front part payment in respect of our glass service and/or (iii) a wasted appointment fee of £25+VAT if you cancel or reschedule after midnight the day before the appointment.

4.1 The customer shall pay each invoice submitted to it by ABS, in full and in cleared funds, within 30 days of the date of the invoice.

4.2 The charges shall be exclusive of VAT, which ABS shall add to its invoice at the appropriate rate.

5. Warranty/ Workmanship

5.1 In addition to any statutory rights you may have as a consumer, we agree to correct, free of charge, any defect caused by our faulty workmanship provided that:

(i) The defect is reported whilst you still own, or continue to be the authorise driver of the vehicle.

(ii) You arrange for the vehicle to be inspected by ABS as soon as reasonably practicable after discover of any defects and you take all reasonable steps to reduce any damage that the defect may cause. This warranty does not cover any damage caused by your use of the vehicle after discovery of the defect.

(iii) Please note this warranty relates to our workmanship only and not defects in the glass itself. It does not for example (but not limited too) cover defects arising from normal wear and tear (Including stone chips or accidental damage/wilful damage or negligence by you or a third party or use otherwise that is recommended by us or the vehicle manufacturer).

(iv) Warranty Procedure – If you would like us to repair or replace a glass under warranty you must contact ABS on 0800 9800 646 or write to Customer Service, 14 Smithfield Avenue, Trowell, Nottingham NG9 3PD. Failure to follow this procedure will invalidate your warranty.

(v) We will not under this warranty pay for work carried out by a third party on your instruction unless this has been approved in advance by ourselves.

(vi) A diagrammatic record of visible damage existing on your vehicle will be made by our technician before starting work on your vehicle. We exclude all liability of repair of damage whether visible or not, existing before we began to work on your vehicle.

5.2 Glass Repairs/ Replacements

The visibility of a glass repair to a windscreen depends on the nature of the damage at the time of the repair. If you are not happy with the look of the repair we can replace your windscreen if you pay the required amount.

By agreeing to carry out a glass repair we do not guarantee that this will resolve the relevant problem, and in the absence of damage caused by our workmanship, any subsequent replacement of the repaired glass will be at your cost.

Windscreen chip repairs have a guaranteed life time cover whilst you still own the vehicle. In the event of a repair failure you will, where applicable, receive a refund on any repair paid when we complete the subsequent windscreen replacement.

There is no guarantee that a repair will be successful, the visual appearance of the repair will depend on the severity of the damage and until the repair process is undertaken the results will be pending. Thereafter the customer either accepts the completed repair and visuals or at that stage requests a replacement incurring any additional charges.

We may refuse to install a replacement windscreen on corroded metal. If we find your vehicle to be corroded our technician will stop work immediately and explain your options.

If we damage your vehicle we can arrange a repair at no cost to yourself. If without our prior written approval you organise a repair yourself we do not guarantee to pay any cost that you incur.

You acknowledge that cost to ABS for repairing your vehicle in an event that we deem it is most likely to exceed the amount we are paid for our service. You agree that our total liability to you both for any service failure or vehicle damage is limited to: (i) the total cost of repairing any damage that we cause to your vehicle; plus (ii) for any period where your vehicle will be un-available to you, at our choice, the cost to us of providing you with, or paying for, alternative means of transport or a replacement vehicle of our choice. Except as stated above, you agree that unless we have written to you to confirm otherwise before we begin work, you and A B Screens do not intend that A B Screens reimburse or compensate you for loss of income, loss of use of your vehicle, cost or expenses incurred from loss of use of your vehicle, loss of business or profits or pure economic loss or indirect or consequential loss suffered by you as a result of our work. Nothing shall limit our liability for fraud or death or personal injury caused by our negligence. Your statutory rights are not affected.

6. Services

6.1 We will perform our service to the best of our ability at a time and location to be agreed between us. We reserve the right to change our appointment time with you for any reason. We will notify you in advance of any agreed appointment time.

6.2 Right to refuse service –A B Screens has the right to refuse or arrange service of whatever nature where it is reasonable considered that:

(i) You or anyone in attendance to you is behaving or has behaved in a threatening or abusive manner toward any A B Screens employee.

(ii) You owe A B Screens any monies or have no immediate means to pay for any services requested.

(iii) The circumstances surrounding the vehicle for example, location are such that provision of the windscreen service would involve a breach of the law or there is a reasonable foreseeable Health & Safety risk to a third party, an ABS employee or agent providing the windscreen service and where there is a potential for harm or damage to the environment.

6.3 Matters outside A B Screens reasonable control

(i) If weather conditions dictate that it is not safe for the technician to conduct any work or the windscreen service could not reasonably be carried out to the required standards, A B Screens reserve the right to re-arrange an appointment accordingly. In these instances you as the consumer will be given enough notice as practicably possible.

(ii) A B Screens will not be liable for any failure to perform, or delay in performance of the windscreen service where a result from circumstances outside A B Screens controls. Events which constitute circumstances include (not limited to) acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems, shortage of fuel or other necessary suppliers, failure of telecommunications

lines or systems, default of suppliers or subcontractors, theft, malicious, damage and strike.

6.4 Advanced Driver Assistance Systems (ADAS) camera/sensor

Certain vehicles are fitted with an (ADAS) camera/sensor ("ADAS Device"). An ADAS Device is a sophisticated piece of equipment mounted on the windscreen of a vehicle which monitors the environment around the vehicle, typically using radar, laser, camera or infra-red systems.

For the avoidance of doubt, ABS Services do not include the provision of ADAS services including the recalibration of ADAS Devices.

7. Consumer Contract Regulations 2013 & Consumer Rights Act 2015

The Consumer Rights Act 2015 applies to sales of goods or service to consumer without face-to-face contact. This includes selling by mail order, through the internet, using digital television, or by telephone, fax or text message.

7.1 Any booking that you make with A B Screens either by phone or on-line will be subject to Consumer Contract Regulations 2013 and Consumer Rights Act 2015 (These can be subject to amendments). Please see below for information in accordance to these regulations.

(ii) A B Screens supplies vehicle glass/ repair and replacement vehicle products.

(iii) When we quote the price of our service we make assumptions as to what parts your vehicle will require based on the information given during the initial call. If the assumptions are inaccurate our price will change to take account of the amended parts required to complete your work. Example; we may have to replace an ancillary part that usually we do not need to replace for your vehicle. We reserve our right to adjust our price and the amount of VAT that we charge you according to the goods we supply to you in the course of providing our service to you.

(vi) We will provide our service to you by appointment at a location agreed between us.

(vii) Normally, the Consumer Contract Regulations 2013 state, if you are a consumer you have a right to cancel our contract for 14 working days counting from the day after the contract was formed; or, if later, for 14 working days counting from the day after you have been informed of your cancellation rights and other information as set out in these terms. However, you agree that our work on your vehicle may start before the end of the usual cancellation period and you further note and agree that your cancellation rights under the Consumer Contract Regulations 2013 will end when that work starts. Accordingly you may cancel your appointment, before midnight the day before, and receive a full refund of any monies that you have paid to us at any time before we commence a repair or replacement work on your vehicle. You may not cancel your appointment, after midnight the day before or after we have commenced such work on your vehicle. As such we reserve all rights to recover payment for our service. In circumstances where you attempt to cancel your

appointment or require us to cease work on your vehicle after the commencement of your work you may be charged a wasted appointment fee of £25+VAT, and you will need to call back to arrange a new job as per Clause 4.

(Viii) The validity of any price we offer you for our service is limited to the duration of initial call when the offer was made. We may refuse to honour a price offered to you where you do not agree to the purchase during the continuation of the call when the offer was first made.

(iX) Where payment details have been taken from you whilst making an appointment, we will take immediate payment via debit or credit card for your order, where possible.

(X) The only language offered by us is English.

8. Confidentiality

8.1 You agree that our privacy policy and policy on cookies as it or appear from time to time on our website shall govern the handling of your personal information that we receive from you. If you wish to limit our rights to use your personal information please write to data protection c/o A B Screens of Nottingham at the address above.

8.2 A B Screens is committed in reducing fraud made using credit cards. We reserve our right not to accept payment from you by debit or credit card where suspect by doing so a fraud may be perpetrated against us or the registered card holder.

8.3 These Terms and Conditions and any agreement enter into in connection with them, are governed by the laws of England and Wales and are subject to the non-exclusive