

TERMS AND CONDITIONS

Smart Spray Car Care will carry out and complete the repairs as shown on the estimate.

During the work process if it becomes clear that, in the opinion of the repairer, further work is necessary to properly complete the repairs outlined on this estimate, the customer's authorisation and agreement will be obtained before any further work is carried out that would increase the price shown on this estimate.

If no authorisation is received, Smart Spray Car Care reserves the right to cease repairing the vehicle. In these circumstances the full estimated price remains payable by the customer. Further work that does not increase the estimated price may be carried out without the requirement for customer authorisation.

No repair is guaranteed to be identical to the original factory finish or to any later finish that has been applied to the vehicle prior to the repairs in this estimate being carried out. Hence no repair can be guaranteed to be 'as good as new'. Smart Spray Car Care's obligations under this agreement are discharged once the repair is carried out to industry standards providing a good quality, hand-completed aftermarket repair.

Smart Spray Car Care uses the Lechler Hydro fan water based paint system and repairs all vehicles using the "STANDARD" paint mixing formulation. If the colour formulated is a poor match for the vehicle in this estimate, attempts will be made to correct this by adjusting the formula where possible. If, however, a perfect match is not achieved in this way, Smart Spray Car Care will carry out the repair using the Lechler designed formulation that is the closest possible to the original paint colour. Agreeing to these terms and conditions is acceptance of this potential (but rare) variation and repairs finished in this way will still be regarded as a good quality repair.

It is the responsibility of the customer to advise the Smart Spray Car Care technician of any non-original finish areas on the vehicle. In case of chemical incompatibility with a non-original finish (whether or not notified by the customer) Smart Spray Car Care will not be obliged to complete or rectify any affected repair and the customer will still be obliged to make payment for the repair and all obligations on the part of Smart Spray Car Care will be considered to be discharged at that point.

Wheels and other repair areas where no colour code is available can only be colour matched by eye using colour swatches. The Smart Spray Car Care technician will agree the best match with the customer prior to carrying out the repair and the customer's request to proceed will be acceptance of the colour chosen as the correct colour. If this is not possible and the customer still requests to go ahead with the repair then Smart Spray Car Care accepts no liability for any colour differences.

Warranty

Smart Spray Car Care guarantees repairs for the lifetime of the car. This is a guarantee of correct formulation and application and that the finish will not degrade due to the refinishing materials being improperly prepared or applied by Smart Spray Car Care.

No guarantee of any sort is offered against damage to the finish by any corrosion (whether or not evident before the repair was carried out) by failure of the surface to which the repair is applied (including but not limited to failure of a previous aftermarket paintwork repair), further accident or impact (including but not limited to stone chipping) or by inappropriate aftercare once the vehicle has been returned to the customer. No guarantee will be applicable if the customer washes, rubs or applies any cleaning materials or any other materials at all to the repair within three days of the repair being carried out.

Improvements, rather than repairs, such as (but not limited to) stone chip touch-ups are not guaranteed (and are unlikely to be) undetectable. Such repairs may be considered as an attempt to improve only in which case Smart Spray Car Care does not guarantee any improvement.

Claims under this guarantee are settled by free rectification or a refund, should rectification not be possible, equal to the portion of the invoiced price representing the unsatisfactory repair. Any refund or liability shall be limited to a maximum of the amount quoted upon the estimate or invoice. Smart Spray Car Care will not be liable for any consequential loss incurred as the result of a repair. It is incumbent on the customer to keep a receipt as proof of work carried out. Any claim made without a receipt shall be at Smart Spray Car Care's discretion. Guarantees made by Smart Spray Car Care are not transferable to new owners.

Payment

Unless other arrangements have been agreed beforehand, payment is due on completion of the repair. Smart Spray Car Care is entitled to exercise a lien over the repaired vehicle until satisfactory payment is made by the customer, which in the case of payment by cheque shall be deemed to have taken place when a cheque has cleared the banking process.

This estimate prepared by your Spray Car Care technician is an offer to carry out repairs to the damage indicated within this estimate at the price stated. The customer's acceptance (verbal or written) of this estimate and subsequent request for the repair to go ahead constitutes acceptance of that offer and forms a binding legal contract incorporating these Terms of Business.

If for any reason, including but not limited to inclement weather, the Spray Car Care technician is unable to carry out the repair at the time date or location shown on this estimate, any and all liability for that repair shall be discharged by Spray Car Care returning to carry out the repair at the estimated price at an alternative time date or location convenient to both parties, even if the customer does not take up this offer.

Repairs may be completed at a location agreed with the customer. This decision, however, may be changed, including on the date of the booked repair, as variable factors including but not limited to weather and available light can affect the viability of the location. If the Spray Car Care technician decides that the repair should be completed at a location other than that originally agreed, the customer authorises him to remove the vehicle to such an appropriate location. Removal and return of the vehicle in these circumstances will be a service provided at no additional charge. Any refusal by the customer to permit such removal shall be treated as a cancellation. If the vehicle is not in a road legal condition, including having appropriate documentation (including but not limited to vehicle excise license ('Tax Disc') and MOT test certificate) this shall be treated as a cancellation.