

## Terms & Conditions

Please read this and sign it at the bottom and send it to me at the address in the next paragraph. Then go back to the web page and click to see the terms and conditions for borrowing the courtesy car.

**Chris Parkinson, "Before 'n' After", Bungalow Farm, Smeaton Lane, Rugby, CV23 0PS**

In order to borrow the courtesy car please print off, fill in and sign "terms & conditions for loan of courtesy car". We are out in the sticks with no bus stops nearby so we won't accept your booking unless you take the courtesy car - unless of course you have someone with you in another car or you are going to spend the day walking or cycling along the canal.

### **Terms & Conditions for rustproofing your vehicle**

A £100 deposit will be required to confirm your booking. Either: 1. send a cheque for £100 made out to Chris Parkinson with the date of your booking and a telephone number on the back together with a signed copy of this "Terms & Conditions" sheet or 2.: If you don't have a cheque book (and many people don't nowadays), you can do a bank transfer: C J PARKINSON 20-73-48 13586146 If you are doing a bank transfer please print off a copy of the transaction and enclose it with your signed terms and conditions or send me a screenshot by email.

**Confirmation.** You will receive by return a receipt and confirmation and a very comprehensive 21 page visitor information pack which gives you easy to follow instructions on how to get here and contains all the information you will need to get the very best out of Warwickshire. Note that my own satnav tells me, "you have arrived ." about 400 yds short so use the maps I send you for the final 400 yds, particularly, the "idiot proof" map of houses in Smeaton Lane. Or you can watch my videos at the top of the "Attractions" page [www.before-n-after.co.uk/defender-motorhome-rustproofing-visitor-attractions-introduction-page.html](http://www.before-n-after.co.uk/defender-motorhome-rustproofing-visitor-attractions-introduction-page.html) on my website. All the local attractions are listed in the 21 page information pack with their postcode for satnav purposes so that you can have a relaxing and enjoyable, stress free day out. (You will also find 23 individual attractions pages on my website.) On the information pack you will see the price quoted. This is the price you will pay. If, for some reason, the amount is more than you understood from reading the price list you may cancel by contacting me straight away - I will return your deposit and cancel your booking.

**Payment** The balance is payable by cash, Bankers Draft or Building Society deposit account cheque or bank transfer. No other kind of payment will be accepted. You should take particular note of these conditions if you are picking your car up when the banks are closed because your vehicle will not be returned without payment & no cheques (apart from the above two types) will be accepted.

**Your Day out-** you are welcome to use the courtesy car all day. Customers are kindly requested to come in a relaxed frame of mind with the intention of enjoying their day out in Warwickshire.

**Check sheets.** When you arrive at my premises your vehicle will be inspected by myself together with you the customer and any existing damage to paintwork, bumpers etc will be noted on a "check sheet". When the car is handed back to you, you will be asked to inspect the car and sign the check sheet to indicate that the car is being returned to you in the same condition that you brought it in. A similar check sheet will be made for the courtesy car.

**Cleaning your car after treatment.** Your vehicle will be thoroughly cleaned before it is given back to you. We go to great lengths to make sure your car is returned in pristine conditions but if, in spite of our best efforts you find there are still some small smears of Waxoyl here and there. Any remaining smears can be easily removed with white spirit or a good quality car wax.

**Oozing** Coating material oozing out will reassure you that the job has been done properly. You may find, depending on the time of year and the temperature that it will ooze out of the doors, boot lid, bonnet lid and wings for a while. I will give you some very absorbent towelling rag to wipe this off. I would advise you to let it drip for about 3 days and then wipe it off with some white spirit. (It should have finished dripping after about 3 days.) Neither of the 2 coatings does any harm at all to paintwork, and both are easily removed, even when dry, with white spirit. On very hot days, some may drip onto your drive for a day or two. If any drips onto an asphalt drive it can cause chippings in the asphalt to become loose so bear this in mind and take precautions if you have an asphalt drive and the weather is very hot. For example, the first day or two, you may want to park the car where this is not going to be a problem or just put a dustsheet down in the garage.

**The coatings will shrink back.** If you inspect the underbody after 3 days you will see what a good job I have done. I clean the underneath of the vehicle really thoroughly. When you first get your car back the black coating underneath will appear very thick and shiny. However after about three days, it will shrink right back to a satin finish (dry film is one fifth the thickness of wet film).

**Upholstery.** I take great care not to make any marks on the upholstery. You should just check when you receive your car back that there are no marks because if there are it is very easy for me to remove them on the spot with a cloth and a little bit of white spirit.

**Smell.** You will find the smell of the coating (Before 'n' After improved waxoyl or CR coating) lingers for about 2 or 3 weeks after the car has been rustproofed. The smell will be particularly strong just after rustproofing. The smell will be strong for about 2 or 3 days and will then gradually disappear.

**Reliable equipment.** I go to great lengths to be absolutely reliable as many customers travel great distances to have their vehicle "Before 'n' After'd". I have back ups for all equipment. Water pipes are properly lagged and there is a spare, lagged, water tank in case of any interruption in the water supply. On the very rare occasions when I do have problems I will usually be able to warn you in time and re-book you. If for some reason, I cannot do your car and am unable to contact you in time the following terms will apply: Customers will have the option of cancelling their booking and in this case the deposit will be refunded. In the case of cancellation of the booking no other compensation will be paid. If customers have travelled less than 100 miles, they have the option of rescheduling the booking and receiving a £100 discount. If customers have travelled more than 100 miles but less than 300 miles they have the option of rescheduling and receiving a £200 discount. If customers have travelled more than 300 miles the vehicle will be rustproofed for half price and the customer will receive a grovelling apology! My decision will be final on what distance has been travelled.

**Rectification.** Many customers travel long distances to bring their vehicle to me. Quite a few even travel from Scotland, Cornwall or even countries in Europe. Customers are able to travel this distance because they have complete confidence in my work and I would never betray this confidence. I rustproof each customer's vehicle as if it was my own. Due to the nature of what I do it is vital for me to protect my reputation. As the sole specialist since 1987 I consider myself to be the only person who has the expertise to make any judgements about the quality of the job. In order to protect myself in case of misunderstandings (or very

occasionally - bad faith), I have to make the following a condition of accepting your vehicle for rustproofing:

**No refunds given in any circumstances!** If, for some reason, you are dissatisfied with my work you can bring your vehicle in for inspection and rectification if necessary. My decision on what rectification needs to be done will be final. **No refunds will be given in any circumstances. If you do not accept these terms and you are not prepared to bring your vehicle in for rectification in case of problems, please do not proceed with your booking.** If I think that there is a genuine problem and you have travelled a great distance, I may pay for your fuel costs for the return. This is at my discretion however.

**A photographic record of the treatment.** From May 2018 onwards, a photographic record is made of the car's treatment and is posted as a web page on the Before 'n' after website. This is mandatory for every customer. This is called the "Customer Record Page" or CRP. Guarantee details are also listed on this page. If a customer contacts me to notify me that rectification is needed but then refuses to bring the car back for me to carry this out, the guarantee will be withdrawn and a notice to this effect posted on the customer's CRP.

**Payment** £100 deposit is required to confirm booking. The balance is payable by cash, Bankers Draft or Building Society deposit account cheque or bank transfer. No other kind of payment will be accepted. You should take particular note of these conditions if you are picking your car up when the banks are closed because your vehicle will not be returned without payment & no cheques (apart from the above two types) will be accepted.

**"Misses"** One of the pleasures of rustproofing Land Rover & other 4 x 4 vehicles is that most of the rustproofing can be fairly easily inspected. Customers are usually astonished and delighted with the results and my Land Rover Customer Surveys show nearly 100% satisfaction. In order to protect my reputation I have to make the following proviso however:

On all Land Rover models (Range Rovers, Discoveries etc. etc.) , there are several hundred fittings on the underbody and chassis. On the back axle alone there are about 35 fittings. Most fittings require to be sprayed from at least six different angles to ensure 100% coverage. It takes 20 litres of the coating and several thousand pulls of the gun trigger to cover the underbody (not including cavities, inside of chassis etc. which take about another 10 litres of coating) While I am always trying to achieve 100% coverage, this cannot be guaranteed and customers will have to accept 99% coverage. In practise this means that when you take your vehicle to have a new exhaust fitted you may see a few dry spots, usually no bigger than a coin. If this is unacceptable, I am willing to spend an extra hour or so chasing the last 2 or 3 dry spots to ensure 100% coverage but I will have to charge an extra £100. (You also have the option of making a note of these dry spots and bringing the car back to me for free touching up).

**Dogs.** If you have a small dog and a cage for it, it can go in my Peugeot 203 supermini estate in the rear. If you have a large dog and a cage, email me to make arrangements for me to get my own car (Honda SMX) ready or you. The dog must be kept in the cage at all times.

**Travelling long distance.** I now have subsidised deals on evening meal, hotel room/breakfast at one of 3 local Premier Inns for customers coming from 100 miles away. The subsidy is 100% for a customer coming from over 180 miles away and it is mandatory for customers to accept this. In other words, if you are coming from 180 miles away I will not accept your booking unless you accept my offer to pay for an evening meal, a hotel room and cooked breakfast in the morning. There are however two conditions. 1. The subsidised deal is only for one person. 2. You must book the hotel room for a Friday, Saturday or a Sunday night.

**Damage** It is extremely rare for any damage to be caused to a customer's vehicle by myself. No damage has ever been caused by myself to a vehicle either by the pressure wash (apart from a diy electrical repair on a Land Rover or by the coating application process. (Land Rovers are designed to withstand regular - even daily - pressure washes). If I am aware that I have done damage I will of course inform you and give you a signed statement admitting liability and ask you to pay for your car normally. You will not be allowed to leave without paying and your car will not be released until you have paid. You should then get an estimate for putting the car back to the condition it was in before the damage was caused.

**“Duty to mitigate my losses”.** Please note that under common law you have a "duty to mitigate my losses". In a recent ruling a judge said that this is not an “onerous requirement”. Well I am making it an onerous requirement in these terms and conditions! What this means is that putting the damage right has to be done at a reasonable cost and if I think your first estimate is too high I may ask you to get a second estimate. When we are both happy that the work can be done satisfactorily and at reasonable cost I will send you a cheque for half the amount on the estimate. You should then send me the original vat invoice for the repair (this is for my accounts) once the work has been carried out and I will send you a cheque for the remaining balance. Please note that I will only pay for the vehicle to be put back to the condition it was in before it was brought to me. No claims for "diminution of value" will be accepted. In cases where a fault is noticed which I was unaware of and which the customer attributes to myself, please note that I will require proper evidence that the fault has been caused by myself. I may require a report (an email will usually do) from a garage and in the case of some kind of aftermarket electrical installation it is very likely that I will need a written report from the installer and/or the manufacturer.

I have to put a little note here. Unfortunately, I have learned from bitter experience that body shop insurance repairs are a racket. The body shops will deliberately ignore a perfectly satisfactory means of repair and quote for the most expensive means of repair possible. They will even often quote for parts which were not damaged! As an example, you may very well have a supermarket “trolley ding” in your car's bodywork. (Who doesn't?) Did you know that a perfectly satisfactory way of removing the dent is to use a “paintless dent repair” (PDR) specialist? Cost: around £50 to £90 for a dent. (By the way, this does not involve “suction” - look it up.) Take your car with a trolley ding to a body repair shop and ask them for a quote to repair the ding. They will not mention PDR. Instead they will quote you hundreds of pounds to respray the panel or even thousands of pounds to spray the whole side of the car. This I guarantee. So just be aware that if, God forbid, I damage your car, I will pay for it to be put back to exactly how it was before the damage. However, it will be at “reasonable cost” and not necessarily according to what the two “insurance work” bodyshops in your town, one just slightly cheaper than the other but which actually have the same owner, think is necessary.

**Delays** I am usually fairly efficient and try and finish within my advertised times but please make contingency plans just in case I am an hour or two (or even more) later than advertised. (Please note that advertised times are an indication only - they do not constitute an undertaking on my part and should not be interpreted as a contract - if time deadlines are always extremely important to you, may I respectfully suggest doing a google search for "type A personality"). If I have your mobile phone number I can phone you and warn you and this should not be any hardship. For example you could perhaps fit it in an impromptu evening meal nearby before picking the vehicle up and I might even pay for the meal. Note also that I will not return the car until I am satisfied that the job has been completely finished, even if you paid in advance.

**Courtesy Car** The courtesy car is always available for every booking. I have 2 of my own cars for back up. If you are coming from outside the UK you need to bring your passport for

insurance. In the 10 years that I have been in my “new” premises near Rugby I have never not been able to provide the courtesy car. But in the extremely unlikely eventuality that I was not able to provide one I will drop you off at your chosen local attraction. The courtesy cars are meant for touring the local area - they are not meant for motorway dashes or to make long business trips. For this reason there is a £50 surcharge if you do more than 100 miles.

Please print this page off, read it and sign it at the bottom to indicate that you accept the conditions and send it me. If you wish to borrow the courtesy car please print off :“terms & conditions for loan of courtesy car.”

Name .....

Date of rustproofing booking .....

Signed .....

Dated.....