

## **NSN Terms and Conditions**

### **DEMANDS AND NEEDS STATEMENT**

This product aims to meet the demands and needs of a driver whose vehicle requires a service, MOT or repair. NSN provides access to a national network of garages who meet strict quality standards. Work undertaken via NSN is covered by a national 12 month guarantee. Garage standards and pricing are constantly monitored by NSN.

#### **1. DEFINITIONS**

1.1 The definitions and rules of interpretation in this condition apply in these conditions:

“**Contract**” means any contract between NSN and the Customer for the sale and purchase of the Works and/or Goods, incorporating these conditions.

“**Customer**” means the person who purchases the Work and/or the Goods from NSN.

“**Goods**” means all goods, parts, replacement vehicles, oils and lubricants supplied to the Customer whether used as part of the Work or not.

“**NSN**” means NSN Holdings Limited, a company incorporated in England and Wales under company number 4413774 with registered office at Yarmouth House, 1300 Parkway, Solent Business Park, Whiteley, Hampshire PO15 7AE.

“**NSN Garage**” means any of the garages that are members of the NSN network from time to time.

“**Vehicle**” means the Vehicle in respect of which the Customer has agreed to pay for the Work or Goods from NSN and as specified in the quotation.

“**Work**” means any work undertaken for the Customer including all vehicle service, repair, maintenance or MOT or fitting work to the Vehicle.

#### **2. APPLICATION OF TERMS**

2.1 Subject to any variation under condition 2.2, the Contract shall be on these conditions to the exclusion of all other terms and conditions.

2.2 These conditions apply to all NSN's sales and any variation to these conditions and any representations about the Works and/or Goods shall have no effect unless expressly agreed in writing and signed by NSN. NSN reserves the right to amend the date scheduled for the Work whether booked online or otherwise. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NSN which is not set out in the Contract. Nothing in this condition shall exclude or limit NSN's liability for fraudulent misrepresentation.

2.3 Each acceptance of a quotation for Works and/or Goods by the Customer from NSN shall be deemed to be an offer by the Customer to buy Works and/or Goods subject to these conditions

2.4 No order placed by the Customer either online or otherwise shall be deemed to be accepted by NSN until a written acknowledgement is issued by NSN or (if earlier) NSN either provides Works or delivers Goods to the Customer.

#### **3. YOUR STATUS**

3.1 By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

#### **4. QUOTATIONS, ESTIMATES & PRICES**

4.1 NSN will provide a quotation which is the estimate of the charge for the Work and/or Goods based on the information available to NSN at the time provided by the Customer. This quotation will remain valid for 14 days from the date of issue as specified in the quotation, provided that NSN has not previously withdrawn it.

4.2 NSN reserves the right to change the estimate if NSN ascertains on inspection of the Vehicle and/or in the course of carrying out the Work that further Work and/or other Goods are reasonably necessary, or if NSN's costs change significantly due to circumstances beyond NSN's control between the date of issue of the quotation and the date of fitment or purchase. An additional charge will be made should special or synthetic oil and platinum, multi electrode spark plugs be required to be supplied for the Work. The Customer shall be entitled to terminate the Contract within 7 days of receipt of written notice of any changes or the customer shall be deemed to have accepted the changes.

4.3 If any additional work not referred to in the quotation is required at further cost the NSN Garage will not carry out such additional work until NSN has obtained the Customer's authorisation (written or oral) to proceed.

4.4 If the Customer leaves the Vehicle with an NSN Garage to undertake an estimate of work required or the Work itself, or if NSN or the NSN Garage requests the driver to remove the Vehicle, a charge of up to £25 per day will be levied for storage if the Vehicle is not collected after 5 days from completion of the estimate or the Work itself. Details of the rate of such charge are available from NSN. In this event the vehicle is stored at the Customer's own risk and NSN does not accept any liability for any damage or losses suffered by the Customer from the storage of its Vehicle at an NSN Garage.

4.5 All prices given in the quotation are inclusive of value added tax at such rate as is determined by law from time to time.

#### **5. PAYMENT**

5.1 Payment for Goods and Work can only be made with a valid debit or credit card and is to be made directly to NSN. When making payment by credit or debit card, the estimated cost of the work will be “preauthorised” by NSN from the Customer's account. This is only to ensure that the Customer has sufficient funds in their credit or debit card account

to meet the cost of the repairs at the time of payment. No money will be taken from the Customer's account until the Work has been completed and Goods delivered.

- 5.2 Time for payment shall be of the essence.
- 5.3 The Customer will not remove the Vehicle until all payments for Goods and Work and other applicable payments have been received.
- 5.4 Interest at the rate of 3% above the Barclays Bank plc base rate will be charged for any payments which remain unpaid 14 days from when the Work was completed and/or Goods delivered in the event that payment from the Customer's debit or credit card is subsequently declined.

#### **6. COURTESY SERVICES**

- 6.1 NSN may from time to time offer a courtesy collection & delivery service within a convenient distance from the NSN Garage location, which for the avoidance of doubt shall not be more than 10 miles from the NSN Garage. This is subject to availability and only available for Contracts over the value of £75.00. NSN will not be liable for any costs if this service is not available to the Customer.
- 6.2 The insurance cover on any courtesy or replacement vehicle provided by an NSN Garage will normally be covered by the NSN Garage's insurance, although in the event of a claim on the insurance, the Customer will be liable to pay the amount of the excess on the insurance. If this is not the case the NSN Garage will inform the Customer who will be required to provide their own insurance cover.
- 6.3 Subject to availability, courtesy or replacement vehicles may be provided for no more than 3 days unless previously agreed with NSN (and in any event for not more than 12 weeks). Vehicles must not be driven more than 60 miles per day. If replacement vehicles are driven in excess of this mileage, the Customer will be charged an excess mileage charge of 15p per mile payable prior to release of the Vehicle to the Customer.
- 6.4 All courtesy or replacement vehicles must be operated to comply with manufacturer instructions and the Customer must comply with any specific instructions contained in the insurance cover relating to replacement vehicles.
- 6.5 Subject to availability, NSN will provide the Customer a complimentary wash and vacuum for all Work paid for over £75.00 to be carried out by the NSN Garage at which the Work is performed. The vehicle will be washed externally and the footwell vacuumed. Please note that this is not a valet service and NSN does not accept any responsibility for any damage or loss caused to the Customer as a result of the wash and vacuum. The Customer shall inform the NSN Garage before completion of the Work if the Customer does not want the Vehicle washed and vacuumed. .

#### **7. UNCOMPLETED WORK**

- 7.1 If for any reason the Work is unable to be completed in full because of the Customer's instructions (such as removal of the Vehicle), NSN shall charge the Customer for the Work actually completed at the NSN hourly rate (details available from NSN) plus any Goods supplied or used.
- 7.2 Save for the Customer's right to cancel under the Consumer Protection (Distance Selling) Regulations shown at the bottom of these terms, no Work that has been accepted by NSN and which has been authorised by the Customer may be cancelled by the Customer, unless NSN notifies the Customer of increases to the charges or a significant delay in completing the Work or as otherwise agreed with NSN. On cancellation the Customer will pay NSN for Work actually carried out and for Goods supplied or used.
- 7.3 NSN will use reasonable efforts to ensure that it does not cause delays to the completion of the Work or delivery of any Goods.

#### **8. TITLE**

- 8.1 Ownership of the Goods shall not pass to the Customer until NSN has received in full in cleared funds all sums due to it from the Customer.
- 8.2 Any warranty in respect of any Goods will be transferred to NSN should such parts prove to be defective and require replacement under the terms of NSN's guarantee.

## **9. LOSS, DAMAGE AND LIABILITY**

- 9.1 NSN shall not be responsible for any unforeseeable losses; losses that were not caused by NSN's or its employees', agents' or representatives' negligence or for any business losses. This does not affect any claim that the Customer may have for death or personal injury. Nothing in this condition will affect the Customer's statutory rights that the Works are performed with due skill and care, that the Goods supplied are of satisfactory quality and fit for their purpose and that products or services correspond with their description.
- 9.2 The Customer must remove from the Vehicle any valuable items not connected to the Vehicle. NSN will not be responsible for the loss of, or damage to such items, the Customer must rely on their own insurance in the event of such loss or damage.
- 9.3 NSN shall not be liable for any loss or deemed to be in breach of the conditions if any delay in performing its duties or inability to perform any of its obligations is the result of factors that are beyond NSN's reasonable control including, without limitation, the activities of civil or government authorities, third party industrial disputes, industrial disputes where we have taken reasonable steps to prevent the effects of such action on our services, but have been unable to do so; acts of God; or severe weather conditions.
- 9.4 If at any time the Customer is on site at an NSN Garage, the Customer shall comply with all health, safety and warning notices displayed at the NSN Garage. The Customer shall also comply with any instructions provided relating to use of the Goods.

## **10. REPLACEMENT PARTS**

- 10.1 All parts replaced as part of the Work (except those retained under warranty or service exchange programmes) may be retained by NSN until the Vehicle is collected. Such parts will then become the property of NSN (unless the Customer requests otherwise) and will be disposed of as NSN deems appropriate.

## **11. SUB CONTRACTING**

- 11.1 NSN shall be entitled to appoint any NSN Garage as its agent and sub-contractor to carry out its obligations under this agreement.

## **12. GUARANTEE**

- 12.1 NSN will provide the Customer with a guarantee against any defective Goods or workmanship for a period of 12 months after the Work has been completed. This warranty will cover the replacement parts used in the Work and defective workmanship associated with the Work. This warranty is in addition to your statutory rights relating to defective goods or services.
- 12.2 No warranty will apply if the Customer:
- fails to comply with any of the Vehicle manufacturer's operating instructions or fails to have the Vehicle serviced to the Vehicle manufacturer's recommended schedule
  - fails to comply with any operating instructions or notices or information provided by NSN or any NSN Garage.
  - subjects the Vehicle or Goods to conditions in excess of normal wear and tear or the Vehicle is used for racing or rallying.
  - travels more than 12,000 miles in the Vehicle in the 12 months subsequent to the Work or the Vehicle has traveled over 100,000 miles during its life time.
  - fails to inform NSN of any defect promptly, or fails to allow NSN the opportunity to examine or remedy such defect.
- 12.3 Customers with complaints regarding the Work or Goods of an NSN Garage should contact NSN in the first instance. NSN will investigate any dispute or complaint regarding the Works or Goods and will reasonably endeavor to notify the Customer within 30 days of the results of such investigation. This shall not restrict or prevent the Customer from exercising any legal remedy.
- 12.4 The Customer must contact NSN at the NSN Customer Care Centre on Telephone number 0871 871 1707 to have remedial work undertaken under this guarantee. The Customer must NOT contact the NSN garage directly.
- 12.5 NSN at its sole discretion will decide where the remedial work is undertaken within a NSN Garage. All reasonable efforts will be made to undertake such work at a location convenient to the Customer.

## **13. WRITTEN COMMUNICATIONS**

- 13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site or contacting us by telephone, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **14. USING PERSONAL INFORMATION**

- 14.1 Information you provide or we hold about you (whether or not under the Contract with you) may be used by us or our agents to:
- identify you when you contact us;
  - help identify accounts, services and products which you could have from us from time to time (we may do this using an automatic scoring system, which uses the information you have provided, any information we hold about you and information from other agencies, including credit-reference agencies);

- c. help run and contact you about the improved running of any accounts, services and products we have provided before, or provide now or in the future (we may contact you by email or text message if you have given us these contact details);
  - d. create statistical and testing information and carry out marketing analysis and customer profiling (including using information about what you buy from us and how you pay for it, for example usage rates and any discounts we have offered you – these are examples only and not a complete list);
  - e. help to prevent and detect fraud or loss; and
  - f. contact you in any way (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by us and selected partners.
- 14.2 We may allow other people and organisations to use information we hold about you:
- a. to provide services you have asked for;
  - b. help to prevent and detect debt, fraud or loss. In addition, if you have failed to pay us, in which case we may transfer your debt to another organisation and provide them with details about you and that debt;
  - c. if we have been asked to provide information for legal or regulatory purposes; or
  - d. as part of current or future legal proceedings.
- 14.3 We may also allow your information to be used by other group companies for them to carry out any of the above purposes.
- 14.4 Your information may be used for training purposes. We may also monitor and record communications with you (including phone conversations and e-mails) for quality assurance and to make sure that we are meeting our legal and regulatory requirements.
- 14.5 If you give us information on behalf of someone else, you confirm you have given them the information set out in this document, and that they have given permission for their personal information to be used in the way we have described. If you give us sensitive information about yourself or others (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) to us processing this information in the way set out in this document.

## 15. GENERAL

- 15.1 Any notice must be in writing and addressed to the following: Yarmouth House, 1300 Parkway, Solent Business Park, Whiteley, Hampshire, PO15 7AE.
- 15.2 Nothing in these conditions will create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the Customer or NSN.
- 15.3 Any amendments to these conditions shall be agreed in writing by both parties.
- 15.4 If any provision of these conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these terms which shall remain in full force and effect.
- 15.5 The formation, validity, construction and meaning of this agreement shall be governed by English Law.
- 15.6 These conditions shall be governed by English law and the parties agree to submit to the jurisdiction of the English Courts.
- 15.7 In the event of a dispute between the parties, the parties will attempt in good faith to resolve the dispute or claim arising out of or relating to these conditions promptly through negotiations between the respective representatives of the parties who have authority to settle the same.
- 15.8 Any waiver of any breach of any provision of these conditions will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of these conditions. A waiver of a provision or breach of a provision of these conditions will only be effective if made in writing and signed by an authorised representative of the waiving party.
- 15.9 The headings to the sections of these conditions are for convenience only and have no substantive meaning.

**THESE TERMS AND CONDITIONS AND THE GUARANTEE TERMS CONTAINED IN THEM DO NOT AFFECT THE STATUTORY RIGHTS OF A CONSUMER REGARDING FAULTY OR MISDESCRIBED PRODUCTS OR SERVICES OR ANY FAILURE BY NSN IN THE SUPPLY OF GOODS OR THE UNDERTAKING OF WORK. FOR MORE INFORMATION ABOUT YOUR STATUTORY RIGHTS, PLEASE CONTACT THE CITIZENS' ADVICE BUREAU.**

### **INFORMATION REQUIRED BY THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS**

**Supplier:** The Work will be carried out by an NSN Garage on behalf of NSN Holdings Limited.

**Services:** The vehicle service, repair or maintenance work you have requested is described in more detail on the attached letter of confirmation.

**Price:** The estimated price for your Work is valid for 14 days from the date of issue.

**Right to Cancel:** You have the right to cancel any Work you have requested (apart from any Work you have requested on site at an NSN Garage) for a period of 7 working days beginning on the date after you request the Work from NSN. If the date your Vehicle is booked in at an NSN Garage is before the expiry of that date, your right to cancel will cease when the NSN Garage begins the Work with your agreement. You may also cancel in the circumstances shown in paragraph 7 of the conditions.

**How to Cancel or Complain:** If you wish to exercise your right to cancel or to complain, please write to NSN Holdings Ltd, Yarmouth House, 1300 Parkway, Solent Business Park, Whiteley, Hampshire, PO15 7AE or email [customer care@nsn.co.uk](mailto:customer care@nsn.co.uk)

**Guarantee:** For details of the guarantee applicable to the Work being carried out to your Vehicle, please see paragraphs 12.1 and 12.2 of the conditions.