

Welcome to Garage Guru, an online Customer Relationship Management system designed for the Independent retail and repair motor trade.

Please read these terms of use (the **"Terms"**) carefully before using the Software and the Service as they form a legally binding contract between us.

These Terms apply to the entire content of the website at garageguru.co.uk (the **"Software"**), the use by you of the services provided through the Software (the **"Service"**) and any correspondence between us.

If you use the Software then you indicate that you accept these Terms regardless of whether or not you choose to register to use the Service.

If you do not accept these terms, then please do not use the Software or the Service.

These Terms are issued by Garage Guru Ltd, a private limited company registered in England and Wales, Our Company number is 07164617 and our registered office is at; Boho One, Bridge Street West, Middlesbrough, Cleveland, TS2 1AE. (the **"Company"** and **"we"**).

By clicking on the "Accept" button below you agree to these Terms which will bind you. If you do not agree to these Terms, then we are unwilling to allow you access to the Website and/or the Service. Please do not access and/or use our Website and/or Service.

1. INTRODUCTION

1.1 In consideration of the payment by you of the then current fees specified at garageguru.co.uk/signup (where applicable) and you agreeing to abide by these Terms, we grant you access to use the Software and the Service on the terms set out in this document.

1.2 By accessing any part of the Software or the Service, you shall be deemed to have accepted the Terms in full which shall take effect immediately on your first use of the Software or Service. If you do not accept the Terms in full, you must stop using the Software immediately.

1.3 The Company may revise these Terms at any time by updating this posting. Please check the Website from time to time to review the then current Terms, as they are binding on you. They are available at garageguru.co.uk/terms

1.4 Any amendments, modifications, enhancements or changes to the Service made available by the Company from time to time shall be subject to these Terms.

2. RIGHTS GRANTED

2.1 You are permitted to use the Service for your own internal business purposes or for your own personal use on the following basis:

(a) You have provided your legal full name, a valid email address, and any other information requested in order to complete the sign-up process; and

(b) if you provide or otherwise make available the Service in whole or in part in any form to any person including your employees, ("Invitees") you undertake to ensure that all Invitees comply with these Terms and acknowledge that you shall remain responsible and liable for the acts or omissions of all Invitees to the same extent as if you had carried out such acts or omissions yourself.

2.2 Subject to the provisions of clause 2.3, all copyright and other intellectual property rights in the Service and material in the Software (including without limitation photographs and graphical images) are owned by the Company or its licensors. Any use of extracts from the Website for any purpose is prohibited.

2.3 All copyright and intellectual property rights in any information uploaded by you or your employees to the Website in connection with the Service shall remain vested in you, your employees or your licensors.

2.4 No part of the Software or Service may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.5 Any rights not expressly granted in these Terms are reserved.

3. SERVICE ACCESS & TECHNICAL SUPPORT

3.1 Whilst the Company endeavours to ensure that the Software and Service is normally available 24 hours a day, the Company shall not be liable if for any reason the Software or Service is unavailable at any time or for any period.

3.2 Access to the Software and the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

3.3 The Company will provide technical support to then current paying subscribers to the Service by phone and email. Technical support will only be provided for bugs or errors in the Service that are reproducible by the Company. You agree to provide the Company with full and accurate details of all bugs and errors in the Service requested by the Company. You acknowledge that the Company provides no warranty that all or any bugs or errors in the Service will be corrected, although we will do our utmost to limit any inconvenience.

4. ACCEPTABLE CONDUCT

4.1 You are prohibited from posting or transmitting to or from the Software and/or the Service any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences, consents and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.2 You may not use the Software or the Service:

(a) in any way that breaches any applicable local, national or international law or regulation;

(b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

(c) for the purpose of harming or attempting to harm minors in any way; or

(d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

4.3 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 4.1, 4.2 or 4.3.

5. REGISTRATION & PAYMENT

5.1 Each account is for use by either a single legal entity (e.g. a company or a partnership) or an individual user. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

5.2 Responsibility for the security of any usernames and passwords issued rests with you.

5.3 For paying accounts, you agree to provide us with a valid credit card number and authorise us to deduct from such card payment of the then current monthly fees. The fees are posted on our website and we may vary these from time to time: please see our Pricing Page for the rates in force for the current month. The credit card must be registered in either your name or that of your organisation. Credit card payments are subject to validation and authorisation checks of the card issuer.

5.4 For paying accounts the Service is billed monthly in advance on or around the 1st day of the month following the end of your free trial period. Your first payment will be calculated on a pro rata basis of the proportion of the month remaining between the end of your 13 week free trial period and the 1st of the following month. Payments are non-refundable, and no refunds or credits will be given for any partial use within any month.

5.5 If you sign up for a free trial account and do not cancel that account within 30 days, you agree to retain ownership of the printer provided, your initial payment will be retained as payment for said printer and a VAT invoice will be issued to you for said printer, if you cancel your free trial between this point and the 13 week end date you will retain ownership of the printer but must return all access hardware and tags provided on loan for the trial. If you cancel your free trial within the first 30 days then your initial payment will be returned to you on receipt of the printer and all access hardware in reusable condition.

5.6 If you upgrade from any free trial account or free account to a fee paying account then your free trial will end immediately. You will be charged for your first month immediately following any such upgrade.

5.7 Please note that if you downgrade your Service then you may lose content, features or capacity. We do not accept any liability for losses due to such downgrades.

5.8 All fees are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your use of the Service and shall be the responsibility of, and payable by, you. If your place of business is within the EU (excluding the UK) and you provide us with a valid VAT registration number then we will not charge you VAT. In all other circumstances if you reside or have your place of business within the EU then we will add UK VAT to our fees at the then current rate.

6. DISCLAIMER

6.1 While the Company endeavours to ensure that the information provided on the Website and the information provided in connection with the Service is correct, the Company does not warrant the accuracy and completeness of such material. The Company may make changes to the material on the Website or to the Service, or to the products and prices described on the Website, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

6.2 The material on the Website and the Service is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with access to the Software and the Service on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Software or the Service.

6.3 You acknowledge that:

(a) the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described on the website meet your requirements;

- (b) it is not possible to test the Software in advance in every possible operating combination and environment; and
- (c) it is not possible to produce a Software known to be error free in all circumstances.

7. LIABILITY

7.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Software or Service), and any of the Company's officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Software or Service in any way or in connection with the use, inability to use or the results of use of the Software or Service, any websites linked to the Software or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or Service or your downloading of any material from the Website, the Service or any websites linked to the Software or Service.

7.2 Nothing in this legal notice shall exclude or limit the Company's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

7.3 If your use of material on the Software or the Service results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

7.4 Subject to clauses 7.1 and 7.2, the Company's maximum aggregate liability under or in connection with these Terms, or any collateral contract, whether in contract, tort (including negligence) or otherwise (a "Claim"), shall be limited to a sum equal to the aggregate amount which you are obliged to pay the Company in the twelve (12) month period immediately prior to the period giving rise to such Claim.

8. TERMINATION

8.1 The Company may terminate this Agreement immediately by written notice to you if:

- (a) you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- (b) a petition for a bankruptcy order to be made against you has been presented to the court; or
- (c) you (being a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

8.2 You may terminate this Agreement at any time by;

Registered Post to; Garage Guru Ltd, Boho One, Bridge Street West, Middlesbrough, Cleveland, TS2 1AE.

Or by email to service@garageguru.co.uk you will receive an email in acknowledgment of your cancellation.

8.3 Upon termination for any reason:

- (a) all rights granted to you under these Terms shall cease;
- (b) you must cease all activities authorised by these Terms;
- (c) you must immediately pay to the Company any sums due to the Company under these Terms;
- (d) you will not be entitled to any refund or credit in respect of any fee paid by you in advance for any cancelled Service; and
- (e) the Company may immediately and without further notice delete or remove any content, data or other information submitted by you.

9. TRANSFER OF RIGHTS AND OBLIGATIONS

9.1 These Terms are binding on you and us, and on our respective successors and assigns.

9.2 You may not transfer, assign, charge or otherwise dispose of these Terms or any of your rights or obligations arising hereunder, without our prior written consent.

9.3 We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of our rights or obligations arising hereunder, at any time.

10. NOTICES

10.1 All notices given by you to us must be given to Garage Guru Ltd at;

service@garageguru.co.uk or by Registered Post to; Garage Guru Ltd, Boho One, Bridge Street West, Middlesbrough, Cleveland, TS2 1AE.

We may give notice to you at either the e-mail or postal address you provided to us when registering. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control (a "Force Majeure Event").

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of public or private telecommunications networks;

(e) the acts, decrees, legislation, regulations or restrictions of any government.

11.3 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

12. WAIVER

12.1 If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled hereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

12.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

12.3 No waiver by us of any of these Terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. SEVERABILITY

13.1 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. ENTIRE AGREEMENT

14.1 These Terms and any document expressly referred to in it represents the entire agreement between us in relation to the use of the Website and the provision of the Services and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

14.2 We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms except as expressly stated herein.

14.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

15. GOVERNING LAW AND JURISDICTION

15.1 This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English Courts.

16. DELIVERY

16.1 The goods you order will be delivered to the address you give when you place your order, except that some deliveries are not made outside the United Kingdom.

16.2 Orders placed before 4.00 pm on a working day will be processed that day and will be delivered as per the requested delivery option provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)

16.3 If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible.

16.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

- store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or
- sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

16.5 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. On exercising your right to cancel you shall be required to return the goods to the Supplier. Should you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.

16.6 The Company will not accept liability for goods lost in transit unless we are notified within 5 days from the expected delivery date. This will be the date advised on the Customers automated despatch note which is emailed to the Customer once the items have left our warehouse.

16.7 Should you require the goods to be redirected to another address after the goods have been dispatched you may be required to pay an additional postage charge.

16.8 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

16.9 Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

16.10 Whilst every effort shall be made to keep any delivery date, time of delivery shall not be of the essence. The Company shall not be liable for any consequential loss incurred by the buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

16.11 Unless otherwise agreed the Company may deliver by instalments and in such case each instalment shall be treated as a separate contract and any delay, default or non-delivery in respect of any instalment by the Company shall not entitle the buyer to cancel the remainder of the Contract.

16.12 Delivery charges are calculated by weight and number of packages being sent. There will also be additional delivery charges for offshore destinations such as Ireland.

16.13 Any refused deliveries will be returned to the supplier. Upon receipt of the goods with the supplier a refund will be issued minus 10% of the value of the order to cover administration costs.