# **Terms and Conditions**

These Terms and Conditions ("Terms") govern the provision of services by Cleevely EV Mobile Ltd ("the Company"). By booking an appointment, you ("the Customer") agree to these Terms in full. Please read them carefully before proceeding with your booking.

#### **Definitions**

**Minimum Call-Out Charge:** A charge of £100 + VAT that covers the cost of labour and does not include any parts. Parts are billed separately and do not contribute towards the minimum call-out charge.

**Sufficient Notice:** Notice given at least two working days before a scheduled appointment.

**Special Order Parts:** Parts ordered specifically for a job based on customer or diagnostic request. Once ordered, the customer is committed to purchasing these parts.

#### **Services**

**Deposit**: A fee of £100 + VAT (£120) required at the time of booking to secure an appointment. This amount will be applied to the total cost of the service. The deposit is forfeited in the event of late cancellations or failure to meet booking requirements as outlined in these Terms and our Cancellation Schedule.

Reference: Cancellation Policy and Fee Table

## 2.1 Scope of Services:

Cleevely EV Mobile Ltd exclusively services and repairs electric vehicles (EVs) from major manufacturers, specifically limited to cars and vans. Non-electric vehicles are not eligible for servicing.

## 2.2 Off-Street Parking Requirement:

Customers must provide ample and suitable off-street parking that allows full access to the vehicle, including space to open all doors. The area must also be safe and appropriate for vehicle jacking and tool use. Customers are responsible for checking the suitability of the parking area for the work to be performed. Surfaces must be strong enough to support a jack lifting the vehicle. The Company will not be responsible for any damage to surfaces

caused by jacking or other tools used during servicing. If suitable parking is not available, the Company reserves the right to cancel or reschedule the booking. If cancelled due to insufficient parking, the minimum call-out charge (£100 + VAT) will apply.

## **Booking, Rescheduling, and Cancellations**

#### 3.1 **Booking Confirmation:**

Bookings are confirmed upon receipt of written or electronic confirmation from the Company and payment of the £100 + VAT deposit. The deposit secures your appointment and is applied to the final invoice.

## 3.2 Rescheduling:

Rescheduling is free of charge, provided sufficient notice is given, in accordance with our Cancellation and Rescheduling Fee Table. If rescheduling within a shorter period, the Customer may be subject to additional charges, and the deposit may be forfeited, depending on the circumstances.

## 3.3 Cancellation by the Customer:

**Standard Jobs:** Cancellations within the time periods defined on the Cancellation and Rescheduling Fee Table will result in the forfeiture of the deposit (£100 + VAT). Any additional charges, including special-order parts already purchased, will also apply.

**Special Order Parts:** The Customer remains responsible for paying for any special-order parts, even if the service is cancelled.

**Insufficient Parking or Inadequate Conditions:** If the booking is cancelled due to insufficient or unsafe parking, the deposit (£100 + VAT) will be forfeited.

For further details, refer to our <u>Cancellation Policy and Fee Table</u>.

## 3.3.1 Cancellations Under ServiceSplit Payment Plans

Where a booking is made and paid for through a ServiceSplit payment plan, and the Customer cancels or reschedules within the time frames set out in the Cancellation Policy and Fee Table, a fee will apply. This amount will be deducted from the balance of the Customer's ServiceSplit plan. The remaining funds, if any, will remain on the Customer's account and can be applied to future bookings, subject to approval by ServiceSplit and the Company's discretion.

## 3.4 Cancellation by the Company:

In cases where the Company cancels or reschedules due to unforeseen circumstances, including extreme weather or service location issues, the deposit will be retained and applied to the rescheduled appointment.

## **Payment Terms**

## 4.1 Deposit and Payment Due Date:

A £100 + VAT deposit is required at the time of booking. The balance of the payment is due immediately upon receipt of the payment link, sent via SMS and email upon completion of the service.

## 4.2 Late Payments:

In the event of late payment, the Company reserves the right to pursue further actions, including engaging a third-party collection agency or taking legal action. The Customer will be liable for any additional costs incurred in pursuing unpaid invoices, such as court fees, solicitor fees, or collection charges.

## 4.3 Forfeiture of Deposit:

The deposit is non-refundable in cases of late cancellations, failure to provide adequate parking, or other breaches of the booking requirements.

#### **Special Order Parts and Customer-Specified Parts**

#### 5.1 Special Order Parts:

For jobs requiring special order parts, the Customer is responsible for the cost of these parts, even if the service is cancelled or rescheduled. Once the order is placed for parts, the Customer is committed to the purchase, and these costs will be invoiced regardless of the service's cancellation status.

## 5.2 Customer-Specified Parts or Self-Diagnosed Issues:

If the Customer requests a specific part or self-diagnoses an issue leading to incorrect parts being brought to the appointment, this is the Customer's responsibility. In such cases, the Customer will be subject to part restocking fees or potentially the full purchase cost if it's a special order item. Labour charges for the time spent on the visit will apply in accordance with our cancellation policies.

## **Third-Party Warranty Companies**

The Company does not work directly with third-party warranty providers. If the Customer holds a third-party warranty, they must settle the bill directly with us and independently pursue any claims from their warranty company. The Company will only communicate with the Customer, not the warranty provider, and will not bill the warranty company directly.

# **Liability and Warranties**

## 7.1 Customer Responsibility:

The Customer must ensure that the vehicle is in a suitable condition for servicing and that access is provided to the technician. Any damage to the vehicle must be reported before the technician leaves the site. The Company is not responsible for claims of damage reported after the technician departs.

# 7.2 Warranty on Parts and Labour:

Parts supplied by the Company are covered by a 12-month or 12,000-mile warranty. Labour is guaranteed for three months. Additional warranties will be in accordance with the manufacturer's terms for specific parts.

## 7.2.1 Suspension Component Alignment Requirement:

If any suspension components are replaced, the Customer must arrange for a 4-wheel alignment to be carried out as soon as possible. If the alignment is not completed within **two weeks** of the replacement, the warranty on the suspension component(s) may be invalidated. Proof of alignment may be required for any warranty claims related to the replaced component.

## 7.3 Limitation of Liability:

The Company will not be liable for any indirect or consequential losses. The Company's total liability to the Customer in respect of all losses arising from any single event or connected series of events is limited to the total amount paid or payable for the services provided.

## Use of Customer Data and Privacy Policy

#### 8.1 Data Collection and Use:

The Company collects personal information such as name, contact details, and vehicle information to process bookings and provide services. The Company may share this data

with other Cleevely companies, such as Cleevely EV Ltd and Cleevely Motors, to streamline operations and improve service delivery.

## 8.2 Data Sharing:

We do not sell or share personal data with third parties for marketing purposes. Data is only shared with third-party service providers as necessary for completing a service, such as vehicle recovery providers.

#### 8.3 Data Protection:

We are committed to protecting your personal data in accordance with applicable data protection laws. If you have any concerns regarding the use of your data, please contact us at <a href="mailto:privacy@cleevelymobile.co.uk">privacy@cleevelymobile.co.uk</a>.

#### Use of Al and Automation Tools

The Company utilises AI tools such as Cortana and ChatGPT to process customer inquiries and handle customer data. These tools may process personal data to enhance customer service and improve operational efficiency. The Company takes all necessary precautions to secure personal data when processed through AI tools, in accordance with our Privacy Policy and current data protection legislation.

## **Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **Amendments to Terms**

The Company reserves the right to modify or update these Terms and Conditions at any time. In the event of significant changes to these Terms, the Company will notify customers via email or SMS at least 30 days in advance. Continued use of our services will be taken as acceptance of the revised Terms.

By booking with Cleevely EV Mobile Ltd, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.