

# driverhelpline terms and conditions of business

To use the driverhelpline app, you need to agree to these terms and conditions of business. Please read them carefully. If there's anything you're not clear about, please email us at [help@driverhelpline.co.uk](mailto:help@driverhelpline.co.uk)

## what is driverhelpline?

driverhelpline is provided by mnh total fleet solutions Ltd (the company) to provide access to managed automotive services encompassing vehicle servicing, maintenance, repairs, MOT testing and other automotive related activities.

## definitions

**'the company'** means mnh total fleet solutions Ltd, a company incorporated in England and Wales under company number 3674429.

**'goods'** means any parts, oils, lubricants or any other goods or services related to the work, whether used as part of the work or not.

**'garage'** means any of the garages in UK mainland & Northern Ireland that are members of the company network from time to time.

**'vehicle'** means the vehicle which you have registered with driverhelpline

**'work'** means any work undertaken for you including all vehicle service, repair, maintenance, MOT and other automotive services.

**'you or your'** means the person or company who is named on the driverhelpline documentation and software and who authorises the purchase of work and/or goods from the company.

**your status**, by placing an order with the company, you warrant that:

- you or your employer are legally able to enter into binding contracts and
- you are at least 18 years old.
- you have the authority of the vehicle owner and / or registered keeper.

**duration**, driverhelpline runs for a minimum 12 months and is paid either monthly, in advance in a lump sum or included in a package or product supplied by the company. If driverhelpline is supplied as part of an alternate product from the company (tyrehelpline, maintenancepacks, fleet management, full maintenance, paymonthlytyres etc), driverhelpline remains the preferred method of contact for correspondence with the company for the duration of the product. The company will renew your driverhelpline automatically at the end of each period. A periodic reminder will be sent to advise of the premium and any changes to driverhelpline terms and conditions that will take effect at renewal. If you do not want to renew, you should contact the company at least 7 days prior to renewal on 01254 244144.

**cancellation and refunds**, you have the right to cancel within a 14 day 'cooling off period', commencing either from the agreement of the contract, renewal date or confirmation receipt (whichever happens later) you will receive a full refund of your fee less an administration charge of £5.00. If you cancel during the cooling off period, but have used the company's services, you will be entitled to a full refund less an administration charge of £10.00. In addition, you must settle any outstanding invoices for work carried out on the vehicle. There are no separate or additional cooling off period(s) during the driverhelpline year, for any reason. Subject to your statutory rights, there will be no refund of driverhelpline fee. To cancel, please email [hello@driverhelpline.co.uk](mailto:hello@driverhelpline.co.uk)

**vehicle eligibility**, driverhelpline services are available for cars, pickups, vans, minibuses or motorcycles with a maximum GVW up to 3,500kg provided vehicles are registered under a driverhelpline at the time of booking.

Changes to the vehicle registered under the driverhelpline incurs an administration charge. The company reserves the right not to re-register any vehicle.

**estimates**, when a vehicle uses driverhelpline pay on use services, the company will provide an estimate of the charge for the work and goods, this is valid for 14 days from issue date, provided it has not been previously withdrawn by the company.

- The company reserves the right to change the estimate if during a vehicle inspection in the course of carrying out the work, that further work and goods are reasonably necessary, or if the company's costs change significantly due to circumstances beyond the company's control between the date of the estimate and the date of the work.
- An additional charge will be made should any special goods be requested or need to be supplied for the work, for example, but not limited to: synthetic oil, platinum or multi-electrode spark plugs. You will be notified of the additional charge before work is carried out.
- Additional work beyond the estimate will not be carried-out until the company has obtained your authorisation (written or oral) to proceed.
- Where you do not collect and remove your vehicle as the company or the company's garage requests, charges may be levied for storage in line with the garage's terms and conditions. Details of the rate of such charge are available from the company. In this event the vehicle is stored at your own risk and the company does not accept any liability for any damage or losses suffered from the storage of your vehicle.
- Estimates are subject to value added tax at the applicable rate.
- Estimates will not be produced where the goods or service are included in the monthly premium for products such as tyrehelpline, maintenancepacks, paymonthlytyres, fleet management or full maintenance, except for works that are not included with the additional product. These include, but are not limited to, works outside of the wear and tear guide lines and accident damage.

**replacement parts** used as part of the work (except those retained under warranty or service exchange programmes) may be retained by the company until the vehicle is collected. Such parts become the property of the company and will be disposed of as the company deems appropriate, unless you request otherwise.

**collection and delivery** is subject to availability and based on the business terms of the garage.

**courtesy vehicles** are subject to availability and based on the business terms of the garage. The terms and conditions relating to use of courtesy vehicles of the supplying garage apply during the period of work on your vehicle. Courtesy vehicle charges, without exception, form part of the chargeable work under this agreement. Courtesy vehicles must be operated to comply with manufacturer instructions and any specific vehicle insurance cover instructions.

**payment for work**, payment for work and goods are made directly to the company with a valid debit card, credit card or pre-arranged direct debit and are to be made directly to the company. The estimated cost of the work will be pre- authorised by the company from your account to ensure your account has sufficient funds to meet the cost of the work at the time of payment. Money will only be taken from your account when the work has been completed. If the works are not part of a pre arranged pack or service from the company or the works are carried out outside of the companies service network the total payment due will include an administration fee of 6% of the invoice price for all work, plus VAT. You will not remove the vehicle until payments for work, goods, fees and other applicable payments have been received. Interest at the rate of 4% above the Bank of England 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 your debit or credit card is subsequently declined.

**cancellation**, under Distance Selling Regulations 2000;

- you have the right to cancel any work requested for a period of 7 working days beginning on the date after you request the work from the company.
- if, with your agreement, the company provides the work before the end of the cancellation period your right to cancel ends as soon as work commences.
- if your vehicle is collected, collection forms part of the work.

If bespoke or tailored parts are required to complete the work then your right to cancel ends as soon as these parts are ordered. To cancel a booking, please use the app, our website or ring us on 01254 244166

**uncompleted work**, if for any reason work is unable to be completed in full because of your instructions (such as removal of the vehicle), the company shall charge you for the work actually completed, plus any goods supplied or used. Other than the cancellation within the rights of the Distance Selling Regulations 2000, no work that has been accepted by the company and which has been authorised by you may be cancelled by you, unless the company notifies you of increases to the charges or a significant delay in completing the work or as otherwise agreed with the company. On cancellation, you will pay the company for work actually carried out and for goods supplied or used. The company will use reasonable efforts to ensure

that it does not cause delays to the completion of the work or delivery of any goods.

**Title**. Ownership of the goods shall not pass to you until the company has received all funds due to it in full. Any warranty in respect of any goods will be transferred to the company should such parts prove to be defective and require replacement under the terms of the company's guarantee.

**liability**. The company, and our agents or sub-contractors, shall not be liable to you for any loss or damage caused by us, our employees, agents or sub- contractors where there is no breach of a legal duty owed to you or, such loss or damage is not a reasonably foreseeable result of such a breach or any loss or damage, or any increase in the same, results from any breach or omission by you (including, but not in any way limited to, any failure on your part to take all reasonable steps to minimise any such loss or damage). The company, its employees, agents or sub-contractors shall not, in any event, be liable for any loss you may have relating to any business interests you may have including, without limitation, loss of profits, loss of opportunity or of business or losses relating to business interruption or loss of earnings.

Nothing in these terms and conditions affects the company's liability for

negligence resulting in death or personal injury, or any other liability which cannot be lawfully excluded or restricted.

If you have a warranty for your vehicle from another company, you should check, and will be deemed to have checked, the terms of any warranty before instructing the company to carry out work. The company and its agents or sub-contractors will not be responsible for the effect of the work on any other warranty you may have.

It is your responsibility to book and maintain any service work to comply

with the manufacturer's warranty on the vehicle. If you allow the warranty to lapse by not completing the relevant servicing or checks on time you will be liable for any works that should have been covered by warranty and are subsequently not covered and therefore chargeable.

You must remove any valuable items from the vehicle which are not connected to the vehicle. The company will not be responsible for the loss of, or damage to such items, and you must rely on your own insurance in the event of such loss or damage.

The company 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 the company's reasonable control including, without limitation, the activities of civil or government authorities, third party industrial disputes, industrial disputes where the company have taken reasonable steps to prevent the effects of such action on its services, but have been unable to do so; acts of god; or severe weather conditions.

If at any time you are on site at a garage, you shall comply with all health, safety and warning notices displayed at the garage, you shall also comply with any instructions provided relating to use of the goods.

**Sub-contracting**. The company shall be entitled to appoint any of its network of garages and service providers as its agent and sub-contractor to carry out its obligations under this agreement and retains the right to decline a supplier suggested by yourself or your company should we feel it is not of the standard to meet our requirements or that its fees and charges

are not reasonable.

**Guarantees** are provided by the company for any defective goods, parts or workmanship for a period of 12 months after the work has been completed. This is in addition to your statutory rights relating to defective goods or services, but no guarantee will apply if you:

- fail to comply with any of the vehicle manufacturer's operating instructions or fail to have the vehicle serviced to their recommended schedule.
- fail to comply with any operating instructions or notices or information provided by the company or any of the company's garages.
- subject the vehicle or goods to conditions in excess of normal wear and tear or the vehicle is used for racing or rallying.
- travel more than 10,000 miles in the vehicle in the 12 months subsequent to the work being completed.
- fail to inform the company of any defect promptly, or fails to allow the company the opportunity to examine or remedy such defect.

If you have a complaint regarding the work or goods of the company's garage you should contact the company in the first instance. The company will investigate any dispute or complaint regarding the work or goods and will reasonably endeavour to notify you within 30 days of the results of such investigation. This shall not restrict or prevent you from exercising any legal remedy. You must contact customer Services at the company on telephone number 01254 244166 to have remedial work undertaken under this guarantee you must NOT contact the company's garage directly. The company at its sole discretion will decide where any remedial work is undertaken. All reasonable efforts will be made to undertake such work at a location convenient to you.

**changes** can be made to any of the terms and conditions of driverhelpline at renewal and the company reserves the right to make changes to the terms and conditions during the driverhelpline year, with reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority. Full terms and conditions of business are always available at [www.driverhelpline.com](http://www.driverhelpline.com)

**written communications** are required by law in some cases. When using the company's website or contacting the company by telephone, you accept that communication with the company will be mainly electronic. The company will contact you by e-mail or provide you with information by posting notices on [www.driverhelpline.com](http://www.driverhelpline.com). For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that the company provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

**personal data protection and GDPR**, at driverhelpline we take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us. The company acknowledges its obligations under GDPR legislation. In accepting these terms and conditions of business you agree that information you provide or the company holds about you (whether or not under the agreement with you) may be used by the company or its agents to:

- . Identify you when you contact the company,
- help identify accounts, services and products which you could have from the company using information you have provided, the company holds about you or from other agencies, including credit-reference agencies,
- . contact you by notification, text or email to allow us to run any accounts, services and products the company provides,
- . create statistical information to carry out marketing analysis and customer profiling,
- help to prevent and detect fraud or loss; and
- . contact you in any way about products and services offered by the company and selected partners, unless you opt out.

**disclosure to third parties**, the company may furthermore allow other people and organisations to use information the company hold about you to;

- provide services you have asked for,
- . help prevent and detect debt, fraud or loss. In addition, if you have failed to pay the company, we may transfer your debt to another organisation and provide them with details about you and that debt,
- if the company have been asked to provide information for legal or regulatory purposes or to assist the Police with their enquires or
- as part of legal proceedings.

The company may also allow your information to be used by other helpline Holdings group companies for them to carry out any of the above purposes. Your information may be used for training purposes, the company may also monitor and record communications with you for quality assurance and to make sure that the company are meeting its legal and regulatory requirements. If you give the company 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 the company have described.

If you give the company sensitive information about yourself or others you agree (and confirm that the person the information is about has agreed) to the company processing this information in the way set out in this document. Personal information will not be shared with third parties for their marketing purposes. Our privacy policy can be viewed in full at [www.driverhelpline.com](http://www.driverhelpline.com)

**law and language**. These terms and conditions and any agreement formed resulting from them shall be governed by English law and the parties agree to submit to the jurisdiction of the English Courts. The headings to the sections of these conditions are for convenience only and have no substantive meaning.

**complaint?** Please write to mnh total fleet solutions Ltd, Haydock House, Pleckgate Road, Blackburn BB1 8QW or email [hello@driverhelpline.co.uk](mailto:hello@driverhelpline.co.uk) or call 01254 244166