

## Terms of Business for vehicle glass repair and replacement services

1. By asking Carglass Windscreens Limited to carry out vehicle glass repair or replacement work on your vehicle you agree that our work is governed by these terms and conditions. The contract with you is formed at the time of making your appointment with us. If our work is the subject of a claim on an insurance policy and you are not the policyholder, you acknowledge that your dealings with us are made with the full authority of the policyholder.
2. We will provide our service to you by appointment at a location agreed between us. Unless work can be carried out under cover, the appointment is subject to satisfactory weather conditions. Inclement weather may result in the appointment needing to be re-arranged. Appointments are made with the best estimate of the expected arrival time at the agreed location. Influences beyond our control may affect the scheduled workload of our engineers in which case we will endeavour to advise customers of any delay. Carglass Windscreens do not accept any liability for financial loss in these circumstances.
3. Where we have taken any payment from you in the course of you making an appointment with us, we shall hold that payment to your order until the time we begin work on your vehicle. With effect from commencement of our work on your vehicle, we reserve the right to retain any payment you have made to us.
4. If our engineer decides that a repair is possible, we will normally attempt to repair a windscreen. There is no guarantee on the cosmetic appearance of a repair. Upon completion of a repair some damage may still be visible; this is normal. Our aim is to contain the damage and restore the original strength of the windscreen. If reported within 48 hours, you are not happy with the visual appearance of the repair we can replace your windscreen subject to you paying the required amount for the replacement. We do not guarantee that an attempted repair will be successful in every case; through no fault of our engineer there is a risk of a crack appearing during the repair process and you acknowledge this risk. If this happens, you will be asked if you would like us to replace the glass and you will have to pay any additional amount. We will take into account any excess you may have already paid to us.
5. If your vehicle is fitted with an Advanced Driver Assistance System (ADAS), the camera may need recalibrating when the windscreen is replaced. You will need to contact a main dealer for your vehicle to arrange recalibration. You must not rely on the operation of ADAS until the system has been recalibrated. We will not accept any liability for the accuracy of the camera or the integrity of any associated safety systems. You must advise your insurer or owner of the vehicle that following the replacement of your windscreen the camera has not been recalibrated. Failure to advise your insurer or owner of the vehicle may invalidate your insurance.
6. Damage caused to vehicle glass may also have damaged other parts of the vehicle not visible or known at the time. Carglass Windscreens do not accept any liability for additional costs of such repairs or re-setting of technical equipment. I.e. rain sensors, cameras etc.
7. A record of any visible damage to your vehicle will be made by our engineer before starting work on your vehicle. We do not accept liability for repair costs of damage, whether visible or not, existing before we began work on your vehicle.

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8. We are unable to install a replacement windscreen on corroded metal. If we find your vehicle to be corroded, we will stop work and advise you of your options.
9. Where a windscreen is replaced you must observe the drive - away times advised by our engineer. Carglass Windscreens do not accept any liability where a vehicle is moved prior to the recommended drive - away time.
10. Where you make a claim under your insurance policy we will need to check your policy to see if you have to pay any excess. We will claim the balance of our fee from your insurer. If we are unable to validate your policy details in advance of providing our services to you, we shall rely on the information that you provided to us. We reserve the right to recover payment for our services in all circumstances including without limitation where information you have provided to us was incorrect regardless of whether you are at fault.
11. You agree to be responsible to us for the full cost of our service. If you have glass cover you may be able to claim a contribution of the cost under your insurance policy. If you are making a claim under your policy through Carglass Windscreens, you agree to pay us any excess stated on your policy and that we may collect the balance of our fee from your insurer. If your insurer declines cover under your policy, you agree to pay us our usual retail price applicable to the service we performed.
12. A valid proof of purchase must be available to qualify for the 1 year workmanship Guarantee. The guarantee is only applicable whilst the vehicle is in your ownership.
13. You acknowledge that the cost to us of repairing your vehicle in the event that we damage it could exceed the amount we are paid for our service. You agree that our total liability for any vehicle damage is limited to: (a) the total cost of repairing any damage we cause to your vehicle; and (b) for any period where your own car will be unavailable to you, the cost to us of providing you with, or paying for, a replacement vehicle of our choice. Except as stated above, you agree that unless we have written to you to confirm otherwise before we begin work, Carglass Windscreens will not reimburse or compensate you for loss of income, loss of use of your vehicle, costs or expenses incurred from loss of use of your vehicle, loss of business or profits or pure economic loss or indirect or consequential loss suffered by you as a result of our work. Nothing shall limit our liability for fraud or death or personal injury caused by our negligence. Your statutory rights are not affected.
14. Where payment for our work on your vehicle will be made using a trade or company account, our trade/company terms will apply to our work in priority to the terms written above. Payment terms are also quoted within our invoice.
15. Our terms of business and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims of any kind arising directly or indirectly) shall be governed by and construed in accordance with the laws of England and Wales.

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