



TERMS AND CONDITIONS



HANDY ANDY CAR WASH - BRANDED CAR WASH SERVICES

1. CONTRACT

- 1a) Any person booking or receiving car wash services provided at a Handy Andy Car Wash location (the "Site") agrees to and is bound by these terms and conditions ("**Agreement**").
- 1b) A booking must be placed with one of our operators on the Site or in advance by phone. We further reserve the right in our sole discretion to refuse to provide Services to you for any reason.
- 1c) On receipt of Services at the Site, you are contracting with the franchisee ("**we**", "**us**" or "**our**"), who is a branded franchisee of Handy Andy Car Wash (SHMS (UK) Ltd. Franchise Lettings / HACW Ltd)
- 1d) This Agreement may be varied from time to time by our posting new terms at the Site (or otherwise delivered to you), and any such changes will be applicable from the date posted. Your continued use of the Services constitutes agreement with and acceptance of any such amendments or other changes.

2. SERVICES

- 2a) We warrant that the Services shall: (a) materially comply with the relevant description(s) posted at the Site; (b) be carried out with reasonable care and skill; and, (c) comply with all applicable statutory and regulatory requirements.
- 2b) We will make every effort to complete the Services on time in each instance, but there may be delays due to circumstances beyond our control in which case we will complete the Services as soon as reasonably possible.
- 2c) We reserve the right to suspend the Services if we have to deal with technical problems, or to make improvements to the Service.

3. PRICES

- 3a) Payment must be made at the time the Services are delivered. Any amount not paid at such time may result in our retaining your vehicle pending payment in full.
- 3b) Prices are as displayed on the "Service Menu" at the Site. Prices are subject to change and we reserve the right to change such prices at any time by posting new prices at the Site. All prices are inclusive of VAT unless otherwise stated. We shall determine the "size category" of your vehicle in our sole discretion.

4. LIABILITY

- 4a) You must remove from the vehicle any valuable items which are not connected to the vehicle. We will not be responsible for loss of or damage to any such items. Please do not ask our operators to remove or store any such items for you, as we can accept no responsibility or liability.
- 4b) Before allowing us to begin providing the Services, you must tell us about any defects, damage or weakness in your vehicle which may affect the Services or are otherwise relevant. Please note that polish and other cleaning products may be slippery and care should be taken when collecting your vehicle.
- 4c) Our total liability to you hereunder (including for acts of our employees, agents, consultants and/or subcontractors) shall be limited to the greater of: (a) the actual value of any evidenced damage to your vehicle; and (b) £1000. We shall not under any circumstances be liable for any indirect or consequential loss, including without limitation loss of profits or business or use of vehicle. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement however nothing herein is intended to limit liability for death, personal injury or fraud.
- 4d) Child seats must be removed and replaced by you, as our operators will not refit in any circumstances.**
- 4e) Please note that you are required to retain a second set of keys for your vehicle and that we shall not be liable for loss or damage resulting from inaccessibility of keys