

Terms and Conditions

Updated: 03/12/2020

- Throughout this document, the business Brawler Automotive Design may be referred to as 'Brawler' 'Brawler Automotive' 'the company' or 'the business'.

Use of the Website:

- The domain 'brawler-automotive.co.uk' is owned by Mitchell Stothers of the company Brawler Automotive Design. Contact should be made via the information given on the website address, under the contact section. The use of [we, us, our, Brawler and Brawler Automotive all refer to the entity that is Brawler Automotive design]. When 'the website' or 'website' is referred to, this is referring to www.brawler-automotive.co.uk.
- The website has the right to be used by customers/users to discover more about the company. The website may only be changed / altered by employees of Brawler Automotive Design or employees of Creative Remedy.
- There is no fee for using the website. Fees only apply to the purchasing of products or services.
- Where links to other websites are given, Brawler Automotive Design takes no responsibility for the use and integrity of those sites.
- Brawler Automotive Design reserves the right to disclose a users' information as a result of any infringement.
- Your acceptance to be able to visit and interact with the website is only as a result of compliance with all terms and conditions listed. Acceptance of cookies is not a mandatory aspect of using the website, however it will greatly improve the users experience and functionality of the website.
- By accessing or using the website, you are agreeing to be bound to the terms and conditions listed. If you disagree with any terms, you should not use the service.
- Any suspicious and malicious activity, adverts etc viewed on the website should be reported straight away to Brawler Automotive Design, using the contact details given on the website under the contact section.

Purchasing of goods from Brawler Automotive Design:

- If the customer wishes to make a purchase online they will be directed to the Brawler Automotive Design eBay store. This store is managed by Brawler Automotive under the terms and conditions of eBay. For their terms and conditions, please see <https://www.ebay.co.uk/help/policies/member-behaviour-policies/user->

[agreement?id=4259](#). The exchange of funds will be governed by eBay or PayPal if that option is selected by the customer. Because our online sales service is provided by eBay, Brawler Automotive Design does not keep any credit card records or online of any customer.

- If a customer does not wish to make a purchase online, a purchase can be made via telephone or in person. Payments will be taken either by bank transfer, PayPal or cash. No other payment methods will currently be accepted.
- If a customer wishes to return an item for any reason, this must first be approved by Brawler Automotive Design. In most cases, once the item has been received back at Brawler, a full refund will be given. Brawler reserves the right to decline giving a refund if the item has been damaged or misplaced by the recipient / customer. Items purchased on eBay must be returned using the eBay returns system. For details on this, please see the following link. <https://www.ebay.co.uk/help/buying/returns-refunds/returning-item?id=4041>
- Delivery of items – Items will be sent either by Royal Mail or by a courier firm. Customers can also collect items in person. Goods damaged or lost in transport by couriers will be replaced to ensure the customer receives their product. When a courier service is used, proof of delivery will always be used. Refunds will not be given for missing items if the item has been marked as delivered unless the courier admits to a logistical problem affecting the individual item. If the item has been marked as delivered. When a customer collects an item in person, Brawler will take no responsibility for any damage caused to the product in transport or if the item is lost. Brawler endeavours to securely package all items to minimise the chances of any damage. We use different couriers depending on the size and destination of the delivery. The policies of our most commonly used couriers can be found below.
 - <https://www.dpd.co.uk/terms-and-conditions.jsp> - DPD Mails
 - <https://www.royalmail.com/terms-and-conditions> - Royal Mail
 - https://www.tnt.com/express/en_gb/site/terms-conditions.html - TNT Logistics
 - <https://www.ups.com/gb/en/help-center/legal-terms-conditions.page> - UPS Parcel
 - <https://www.myhermes.co.uk/terms-and-conditions> - Hermes Parcel
- If a customer is not satisfied with their product they should contact Brawler Automotive Design to seek a remedy to the issue. Brawler reserves the right to decline any claims to refunds if the terms given by the customer are unreasonable. For example, the item is showing signs of wear after clear abuse or an extensive period of time.
- Key features of the product will be made clear to the customer before purchase.
- Customers reserve the right to return the item(s) for a full refund within 14 days. This is on the condition that the item is first received by Brawler in exactly the condition it left dispatch. If damaged goods are received back for a refund, Brawler reserves the right to decline a full refund. Instead, a partial refund may be given. Customers should ensure items are well packed and protected when being returned.

Purchasing a service from Brawler Automotive Design:

Bespoke Design Service:

- All items designed by Brawler Automotive Design have been done so by a qualified engineer. Brawler performs necessary assessments to designs to ensure they are fit for purpose. If a customer is not satisfied with the design of a product they should contact Brawler to find a solution to the problem. With a bespoke designed part, the customer will see virtual representations of the product before the final expense is paid. The customer will be given every opportunity to alter the design prior to the manufacture of the part and them receiving it. Refunds will not be given on bespoke designed parts after the customer has formally approved the design is to their satisfaction. The customer reserves the right to request a refund / partial refund if there is a quality issue with their item; for example the paint is uneven.
- Bespoke items cannot be returned for a full refund unless approved so by Brawler beforehand.

Vehicle Upgrades:

- All vehicle upgrades will be completed to a high standard. Brawler will not take on any jobs or work that it is believed cannot be completed to a high standard. If a customer is not satisfied with the work completed to their vehicle, they should contact Brawler to discuss how they would like to resolve the issue. In the unlikely event a customer is not satisfied with the work completed they can request a refund for the services provided pending an assessment by Brawler. If a full refund is to be given to the customer, any products fitted to the vehicle will first need to be removed, and the customer reimbursed for any labour costs. If the customer wants to retain any items fitted to the vehicle which were installed by Brawler (if supplied by Brawler and not the customer) they will receive a partial refund for the work completed, most likely covering some or all of the labour charges.
- Brawler charges a standard labour rate of £35.00 per hour. This rate is not negotiable for modifications and upgrade work unless a fixed price has first / beforehand been agreed upon by both parties. VAT is not currently charged by Brawler as it is not a VAT registered business. Brawler Automotive Design is currently a Sole Trader. All labour is guaranteed for 12 months against faulty labour.
- Some work that is completed to vehicles will require permanent changes to the vehicle (e.g. drilling of holes for mounting parts, routing cables etc.) It must be understood by the customer that such work is not economically irreversible. Any major alterations / processes to the vehicle will be made clear to the customer before any work commences.
- Whilst your vehicle is at Brawler it will always be kept on the premises, inside overnight. It will never be taken from these premises without the customers consent. Brawler premises are fitted with a motion sensing security system and locked doors. Your vehicle's keys will not be left in the premises overnight. In the unlikely event that the Brawler premises was to

experience a break in, fire or flood the customer will be liable for any damages to their vehicle. Brawler will not replace stolen vehicles or those which have been damaged beyond repair. However, if a vehicle is damaged whilst being worked on by Brawler / at the fault of a Brawler employee (scratches, dents etc), any necessary repairs will be made or the customer reimbursed for the value of the repair. Brawler always takes as many measures as possible to protect your vehicle. Any damage caused directly by a Brawler employee will be rectified. It must be taken into account that vehicles will see a cosmetic inspection when arriving at the premises to assess any existing damage to the vehicle. Any damage will be recorded before any work begins on the vehicle, if necessary photographs may be taken prior to work commencing. Any photos taken will have a time and date stamp.

Full Vehicle Builds:

- The process will initiate with a customer meeting to discuss their requirements. All builds will be created for an agreed upfront price before work begins. Before the build begins, a customer deposit will be required. This deposit must cover the majority of the parts required to build the vehicle. Once major components have been received by Brawler from our suppliers, the deposit becomes non-refundable. The remaining balance for the vehicle can be paid at any point up until and including the day of vehicle hand over. The finished vehicle cannot be taken by the customer before the final payment unless accompanied by a Brawler employee (for example a pre-handover test drive). The customer is able to change most options at any point in the build process. However, if the work has already been completed (e.g. Paint colour) the customer must pay for any extra work / products that will be required to make that change.
- New and bespoke vehicle builds will carry a 1 year full warranty. Within this warranty, all parts are covered against failure unless there are evident signs of abuse which would put the failed component past its operational range. If the customer chooses any parts which are not brand new in their build, these parts will not be covered under the warranty. Accidental damage in addition to wear and tear is not covered by the warranty. Serviceable items including tyres and brake pads are not covered by the warranty unless there is evidence of premature failure. Vehicles must have proof of being serviced at the specified intervals or the warranty will be void. Any parts supplied by the customer are not covered by the warranty.
- Should the visitor / customer not consent to the terms and conditions listed in this document, then they should not exchange business with Brawler Automotive Design. Any issues with the terms and conditions listed within the document must be raised with Brawler Automotive before any business is conducted.
- The terms and conditions of Brawler Automotive Design are published publicly on the Brawler Automotive website for all customers / visitors to see at any time. The terms and conditions of Brawler Automotive Design are subject to change at any time. The latest change date of the update will be given on the document.