

# **Intelli Tune Limited – Terms and Conditions**

## **Contents**

1. About Us
2. How to Contact Us
3. These Terms
4. Orders
5. Availability
6. Changes to Your Order
7. Descriptions
8. Providing Services
9. Use Restrictions
10. Delivery of Goods
11. Cancellation
12. Returning Goods (Consumers)
13. Refunds (Consumers)
14. Prices
15. Payment
16. Risks of the Services and Goods
17. Faulty Services or Goods – Consumers
18. Faulty Services or Goods – Business Customers
19. Events Outside Our Control
20. Our Liability to Consumers
21. Our Liability to Business Customers
22. Your Information
23. No Third-Party Rights
24. Complaints
25. Governing Law and Jurisdiction
26. General Terms

## **1. About Us**

**We are Intelli Tune Limited, a company registered in England and Wales under company number 16074356. Our registered office is at: 4 Scythe Way, Bristol, Bristol, United Kingdom, BS35 1BJ.**

**Our VAT number is [Insert VAT Number Here, if applicable].**

## **2. How to Contact Us**

You can reach us by sending an email to [david@intellitune.co.uk](mailto:david@intellitune.co.uk) or by calling us on 0117 4271014.

## **3. These Terms**

3.1 These terms apply to any purchases (services or goods) you make with us. Please read them carefully before placing any orders, as they set out important information regarding

your rights and obligations, as well as ours. Pay close attention to Clause 16 (“Risks of the Services and Goods”).

### **3.2 For the purposes of these terms:**

- You are a “consumer” if you buy services or goods from us as an individual for purposes not primarily related to your trade, business, craft, or profession.
- You are a “business customer” if you purchase services or goods from us for purposes related to your trade, business, craft, or profession.

**Certain clauses apply only to consumers, and others only to business customers. Please ensure you read these terms carefully.**

**3.3** In these terms, references to “we,” “us,” or “our” refer to Intelli Tune Limited, and references to “you” or “your” refer to the person placing an order.

**3.4** You must be a resident of the UK to place an order. If you place an order on behalf of a company or another entity, you confirm you have authority to do so.

**3.5** We may periodically update these terms; however, the version in effect at the time you submit your order will apply.

**3.6** Please print or save a copy of these terms (and any relevant order emails) for your records. We do not retain a copy on your behalf. These terms are only available in English.

## **4. Orders**

**4.1** Below, we outline how a legally binding contract is formed.

**4.2** Any written or verbal quotation provided before you place an order is not a binding offer.

**4.3** When you place an order (on our website, by phone, or in person), you are offering to purchase services or goods from us under these terms.

**4.4** Any acknowledgment or confirmation of your order (by email, phone, or in person) merely indicates receipt; it does not signify acceptance.

**4.5** Your order is only accepted—and a contract formed—once we send you an order confirmation (usually via email).

**4.6** If we cannot accept your order (e.g., payment issues, unavailability, you live outside the UK, or pricing/description errors), we will notify you using the details provided at the time of order. We reserve the right to reject orders for any reason.

**4.7** If you request bespoke or personalized goods (e.g., based on measurements you provide), you are responsible for ensuring accuracy.

## **5. Availability**

**5.1** All orders are subject to availability.

**5.2** We cannot guarantee any service or item will be available at all times.

**5.3** In certain circumstances (e.g., changes in law), we may need to stop supplying certain services or goods. If this affects your order, we will:

- **Cancel your order and refund any unprovided services paid in advance.**
- **Refund affected goods (including delivery costs, if applicable).**

## **6. Changes to Your Order**

**6.1** If you wish to change your order after submission, contact us as soon as possible. We will let you know if the requested changes are feasible.

**6.2** If you opt to cancel, please see **Clause 11**.

## **7. Descriptions**

**7.1** Descriptions of our services and goods appear on our website or in our communications. Please read them carefully.

**7.2** Images on our website or marketing materials are for illustration only. Actual products, including packaging, may vary slightly.

**7.3** Displayed colors depend on your device settings; we cannot guarantee an exact color match.

**7.4** All stated weights, measurements, or dimensions are as accurate as possible but may have slight tolerances.

## **8. Providing Services**

**8.1** By presenting your vehicle (or property) for services, you acknowledge and agree to the conditions in Clause 16 (“Risks of the Services and Goods”).

**8.2** We will perform services on the agreed date(s) or within the agreed time frame.

**8.3** If services span multiple days, any stated dates or times are estimates unless explicitly guaranteed.

**8.4** Services will be provided at our premises unless we agree otherwise. If performed at your location, you must ensure it is prepared and accessible.

**8.5** We are not liable for service delays caused by events beyond our control (e.g., severe weather, accidents). We will notify you as soon as possible if such delays occur.

**8.6** If a delay extends beyond seven days, we will let you know and allow you to continue

waiting or cancel for a refund of unprovided services.

**8.7** We assume no liability for delays or inability to perform if you fail to provide access or prepare the premises.

## **9. Use Restrictions**

**9.1** Consumers: Goods or services are provided for your personal or domestic use only. Commercial, business, or resale use is prohibited.

**9.2** Business Customers: Goods or services are provided for your internal business purposes. You may not resell goods or extend services to third parties without our written agreement.

## **10. Delivery of Goods**

**10.1** We deliver to the address you specify when placing your order.

**10.2** Delivery occurs on or before the estimated date or within the estimated period, typically within 30 days of our order confirmation unless agreed otherwise.

**10.3** Mentioned delivery dates are estimates unless a specific date is confirmed.

**10.4** We are not liable for delays beyond our reasonable control.

**10.5** If delivery fails due to no one being available, our courier will provide instructions. After repeated failed attempts, we may cancel your order and refund the cost of goods (excluding delivery fees).

**10.6** Check your goods promptly for damage or defects and notify us within 24 hours (or 48 hours at our discretion).

**10.7** Once delivered, the goods are at your risk. We retain ownership until you have paid in full.

**10.8** If applicable, register goods with the manufacturer to activate any warranty.

## **11. Cancellation**

**11.1** We allow both consumers and businesses to cancel orders up to 24 hours before the scheduled service appointment, in which case your deposit will be refunded.

**11.2** Consumers: You typically have a 14-day right to cancel services from the date of our order confirmation. However, if you request (and we perform) the services within that period, you forfeit the remaining cancellation period once the services are fully performed.

**11.3** Consumers: You also have 14 days from delivery to cancel goods orders. See Clause 12 for returns. Business customers may only cancel if goods are faulty (see Clause 17).

**11.4** To cancel, email [david@intellitune.co.uk](mailto:david@intellitune.co.uk) or call 0117 4271014, referencing your order number.

## **12. Returning Goods (Consumers)**

*(This clause applies only if you are a consumer.)*

**12.1** If you cancel a goods order under Clause 11.3 and have already received them, return them within 14 days of notifying us. Retain proof of postage.

**12.2** We may withhold your refund until we receive the goods or you provide evidence of return, whichever is sooner.

**12.3** Goods must be in new, unused condition, ideally in original packaging.

**12.4** Unless goods are faulty or misdescribed, you cover return postage costs.

## **13. Refunds (Consumers)**

**13.1** We issue refunds as soon as possible after receiving your cancellation request under Clause 11.

**13.2** If goods were delivered before cancellation, we will refund within 14 days of receiving them back or proof that you've sent them, whichever comes first.

### **13.3 Refunds may be reduced by:**

- Additional delivery costs (if you chose a premium delivery method beyond standard).
- Deductions for any excessive handling that diminishes the product's value.
- Pro-rated charges for any services performed (at your request) during the 14-day cancellation period.

**13.4** All refunds go to the original payment method.

## **14. Prices**

**14.1** Prices for services appear in our confirmation email; prices for goods appear on our website or in your confirmation. All include VAT if applicable but exclude any extra work performed with your permission.

**14.2** Prices may change. Such changes do not affect confirmed orders, unless Clause 14.3 applies.

**14.3** If we discover a pricing error, we will contact you to confirm whether you wish to proceed at the correct rate or cancel. If we cannot reach you, we may cancel your order.

## **15. Payment**

**15.1** We accept major credit/debit cards and may accept cash in person. All card payments must be authorized by your card issuer.

**15.2** For goods, payment is typically due at checkout—online, by phone, or in person.

**15.3** For services, a £50 deposit is due when placing the order. This must clear before order confirmation.

**15.4** The remaining balance is payable upon completion of services. You may pay before collecting your vehicle or on-site at collection.

**15.5** Certain business customers may be allowed 30 days to pay the balance after collection at our discretion.

**15.6** If you do not pay on time, we may charge interest at 4% per annum above the Bank of England base rate on overdue sums.

## **16. Risks of the Services and Goods**

**By presenting your vehicle for tuning or purchasing goods from us, you acknowledge that:**

**16.1** Any modification affecting emissions may render the vehicle unroadworthy under current law. You must not drive such a vehicle on public roads without ensuring legal compliance.

**16.2** You are responsible for ensuring your vehicle is in good condition before we start work.

**16.3** Tuning and modifications inherently carry risks (e.g., mechanical damage, ECU corruption, accelerated wear).

**16.4** We are not liable for subsequent damage or premature wear once the services are performed or goods installed.

**16.5** You must have adequate experience to operate a tuned or modified vehicle.

**16.6** You must verify that your vehicle insurance remains valid after modifications.

## **17. Faulty Services or Goods – Consumers**

***(This clause applies only if you are a consumer.)***

**17.1** Our goods should be as described, fit for purpose, and of satisfactory quality. Our services should be performed with reasonable care and skill.

**17.2** Subject to Clause 16, if our service falls below a reasonable standard, you may request a fix or partial refund if it cannot be remedied.

### **17.3 For goods, your legal rights include:**

- Up to 30 days: Full refund if goods are defective.
- Up to 6 months: If repair or replacement is not possible, you are usually entitled to a full refund.
- Up to 6 years: If the goods fail to last a reasonable length of time, you may be entitled to some money back.

**17.4** These rights are in addition to your cancellation rights. For more information, contact Citizens Advice ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or 0808 223 1133).

**17.5** Notify us promptly if you discover any issue with services or goods.

## **18. Faulty Services or Goods – Business Customers**

*(This clause applies only if you are a business customer.)*

**18.1** We warrant that services will be performed with reasonable care and skill per the Supply of Goods and Services Act 1982, and free from material defects upon completion, subject to Clause 16.

### **18.2 Goods will, for one month from delivery:**

- Conform in material respects to their descriptions.
- Be free from material defects in design, materials, and workmanship.
- Be of satisfactory quality under the Sale of Goods Act 1979.

### **18.3 We will at our discretion:**

- Remedy or re-perform services not meeting Clause 18.1 if you notify us within 7 days of completion.
- Repair or replace goods not meeting Clause 18.2 if you notify us within the one-month warranty period.

**18.4** After one month, you may seek remedies under the manufacturer's warranty, if available.

**18.5** Except as described here, all other warranties or conditions (including implied terms) are excluded to the fullest extent allowed by law.

## **19. Events Outside Our Control**

**We are not liable for failure to fulfill these terms due to circumstances beyond our control (e.g., natural disasters, strikes, or force majeure events).**

## **20. Our Liability to Consumers**

*(This clause applies only if you are a consumer.)*

**20.1** If we breach these terms or act negligently, we accept liability for reasonably foreseeable losses or damages. "Foreseeable" means both parties knew it might occur when entering this

agreement.

**20.2** We are not liable for unanticipated losses, losses not caused by our breach or negligence, or for business-related losses.

**20.3** You acknowledge the inherent risks (Clause 16) in tuning/modification. To the extent permissible by law, we exclude or limit liability for damages arising from those specific risks.

**20.4** Nothing excludes or limits liability for death or personal injury caused by our negligence, fraud, or other liabilities not permissible to exclude by law.

## **21. Our Liability to Business Customers**

*(This clause applies only if you are a business customer.)*

**21.1** Subject to Clause 21.3, our total liability (whether in contract, tort, or otherwise) is capped at the amount you paid for the relevant order.

### **21.2 We are not liable for:**

- Consequential, indirect, or special losses;
- Loss of profit, data, software, equipment, opportunity, or goodwill;
- Damages arising from the inherent risks in Clause 16.

**21.3** Nothing limits or excludes liability for death/personal injury caused by negligence, fraud, or other liabilities that cannot be excluded by law.

## **22. Your Information**

**We handle your personal data in a manner consistent with UK data protection laws, although we do not currently maintain a separate privacy policy link. If you have any questions regarding how we collect, store, or use your information, please contact us directly.**

## **23. No Third-Party Rights**

Only Intelli Tune Limited and you can enforce these terms. No other party has enforceable rights under them.

## **24. Complaints**

**24.1** If you have any complaints or concerns, please email [david@intellitune.co.uk](mailto:david@intellitune.co.uk).

**24.2** Consumers: If we cannot resolve your complaint and you remain dissatisfied, you may choose an alternative dispute resolution (ADR) service. This does not limit your right to pursue legal action.

## **25. Governing Law and Jurisdiction**



**25.1** Consumers: These terms are governed by the laws of England and Wales, but you retain any legal protections of your home jurisdiction. You may bring claims in the courts of England and Wales or the courts of the part of the UK where you live.

**25.2** Business Customers: These terms (and any related disputes) are governed by the laws of England and Wales, and both parties submit to the exclusive jurisdiction of its courts.

## **26. General Terms**

**26.1** You cannot transfer your rights under these terms without our written consent. We may transfer our rights to another business but will ensure your rights are not adversely affected.

**26.2** If any provision (or part of one) is deemed unenforceable, the remaining terms remain valid.

**26.3** If we do not act on a breach by you, we still reserve the right to do so later.

**26.4** For business customers, changes to these terms must be mutually agreed upon in writing.

**26.5** For business customers, these terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement not set out in these terms.