

Terms and conditions of use of Autobutler for vehicle owners, as well as information on the processing of personal data

August 2024

Welcome to our terms and conditions of use. We recommend that you also read our GDPR page and Cookies page.

1. About the Autobutler service

Autobutler is an internet-based service (hereinafter "the Service") which is operated by AUTOBUTLER ApS ("we", "us", "our", "autobutler.co.uk", "Autobutler") and is targeted at vehicle owners (hereinafter "the User", "Users") and garages. After creating a profile, Users can use the Service as a platform for obtaining quotes from garages for work, booking appointments and then rating garages, as well as for receiving regular updates on their vehicles and being notified of appointments for future visits to garages. Garages can use the Service to provide quotes for Users' inquiries as well as promote their business via the Service to gain access to new customers.

The provider of the Service and data controller for processing personal data (for more details visit our GDPR page: <https://www.autobutler.co.uk/pages/gdpr>):

AUTOBUTLER ApS
Central Business Register no.: 32891799

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2. The Service's main areas

a. User profile

Users must create a profile on which they provide their master data, including their name, telephone number, e-mail, as well as their vehicle data. Basic information and vehicle data can only be seen by Autobutler. Connected garages can see the User's first name and first letter in last name, telephone number and vehicle data, if the User has requested that the Garage reserve time for the requested repair or service at the workshop in question.

Users can upload and share their own material and information with Autobutler and the registered garages. Sharing of own material and information can be done via, among other things, the messaging system on the Service where Users can exchange messages with garages and upload material and photos of their vehicle when creating their enquiry. It is not permitted to use the Service to obtain prices for work, which is not real, or for a garage to use the Service to obtain prices (price checks).

Enquiries can only be made about vehicles of which the User is the owner or for which the User has the owner's explicit consent to make an enquiry. The profile is personal, and the User must only create one profile. The User must not provide another person's email or pretend to be someone else.

b. Advice and guidance

Users can seek advice and guidance on the operation and maintenance of their vehicles. This advice is indicative, and neither we nor our partners can be held liable for matters which may arise because of provided advice or guidance.

3. Prices

It is free to create a profile as a vehicle owner. If another contract is entered in connection with this contract, any costs associated with this will be settled separately. The garages are charged an individual commission and/or subscription fee which is payable directly to Autobutler.

4. Conclusion of agreement

Agreements with garages are entered into by the User creating data directly on the Service. On behalf of the

Garages, Autobutler or the Garage then calculates quotes based on the Garages individual hourly prices and any discounts on hourly prices and spare parts in relation to the task described by the user. The offers are based on spare parts in OEM-approved quality or parts of equivalent quality (unless otherwise stated), which are indicated in selected wholesalers' recommended prices minus any discounts, as well as repair times and service schedules according to the manufacturer's regulations in relation to the specific job and car. The Garages can also offer services in the form of product packages, with predefined services and repairs. To participate, Garages must set their own individual prices (excl. VAT) incl. potential discount for each of the product packages the Garage wishes to offer. The Garage can change its individual prices, but not the contents of the product package. The user can contact the Garages online via the service's messaging system or sending Garages a request for a meeting via autobutler.co.uk. The Garage will be notified via The Service as well as via e-mail and SMS, with the User's messages and/or requests to book a time and shall, based on User's requests, respond to User's questions and/or confirm the User's request to book a time by entering the date and time for the agreement with the User. The user receives The Garages confirmation via e-mail and SMS, as well as via the service. If the Garage cannot meet the User's request for an appointment, the Garage can propose new dates and time for the work. After the Garage has confirmed the User's request for an appointment, the agreement is binding for the Garage. The user can cancel his contract by contacting autobutler.co.uk via The Service or via e-mail/phone, after which autobutler.co.uk notifies the Garage of this. Agreements entered via autobutler.co.uk with the individual Garage are entered into in English and stored electronically by Autobutler.

5. Sharing content – upload of the User's own material

The user has the option to upload their own material via the Service and share this content with Garages. The user accepts that Autobutler forwards received offers, messages, invoices, etc. from Garages to the Users profile. If the User uploads material to the Service, the User must ensure that it does not infringe on the rights of others, including copyrights and trademark rights. If the User uploads and shares material which has been made by another person, the User must ensure that the User owns the necessary rights to the material which the User uploads or that the User has the explicit consent of the rights holder to upload and share the rights holder's protected material.

Users may not, without the explicit consent of the rights holder, upload the following material:

- Scanned pages from books and magazines
- Documents and other content found on other websites
- Photos which Users have not taken themselves
- Videos which Users have not recorded themselves

6. Responsibility for the User's own content

The content which the User chooses to upload and share with others is under the User's own control, and the User is responsible for the material which the User uploads and chooses to share with others. Autobutler accepts no responsibility for the User's material and does not carry out any kind of clearing of rights. The User guarantees the legality of the material the User uploads and shares with others, including that the use of the material does not infringe on the rights of others, for example, copyrights, trademark rights or rights under data protection legislation. Should Autobutler face a claim from a third party because the User has infringed on the rights of others by uploading and sharing material, the User shall be liable to Autobutler for such claims and the costs entailed, and the User risks facing claims for compensation.

7. Guidelines for use of the Service

The user has the right to use the available functions on the Service. The Service is primarily intended for the user's enquiries about repairs and servicing of vehicles, as well as the garages' quotations for these works. It is not permitted for the user to use the Service for the promotion of commercial/professional activities, including the promotion of their own or others' commercial products and services that have been listed under section 2.

If the User has no real intention of completing a request created via autobutler.co.uk or repeatedly uses the Service to obtain quotes without completing the task via autobutler.co.uk, Autobutler may reject a request and block the User from receiving quotes, prevent the User's access to the Service or delete the User's profile in accordance with Autobutler's Fair Use Policy.

If the User's request is rejected, the User is blocked from receiving offers, is prevented from accessing the Service or has his profile deleted, the User will be notified by e-mail to the e-mail address associated with the profile or via the Service.

If the material which the User uploads infringes on the rights of others, for example, copyright or trademark rights, or if the material constitutes a violation of another law, we reserve the right to remove/delete any such material at our discretion and without prior warning. The User must observe normal "etiquette", including avoiding declaring or

uploading offensive material, such as racist, defamatory, or pornographic content, as well as using acceptable language. Autobutler reserves the right to continuously change functionalities on the Service and to remove content and information deemed to violate these terms or applicable legislation without prior notice. In case of serious violations or repeated violations of these terms and conditions, Autobutler reserve the right to prevent the user from accessing the Service and to delete the User's profile.

8. Information for Users of the Service

The User agrees that Autobutler and the Garages on the Service can send messages or contact the User via the Service's messaging system, as well as via e-mail, telephone or SMS. Adverts and marketing material from Autobutlers partners and from Autobutler may also appear on the Service. The user's phone number can only be seen by the Garage after the Garage has confirmed the user's request for an appointment. Autobutler uses the User's e-mail and telephone number in connection with questions to the user's inquiry and profile, to inform about received offers, that a message has been received from a Garage, important information about the Service, e.g., information about safety conditions, significant changes to these terms, operating information, new or changed functions in the Service, etc., and in cases where the message system integrated on the Service is not available. Autobutler does not use the User's information to send marketing material, etc., unless the User has given his consent to this. The user is entitled at any time to register and unsubscribe from receiving marketing material free of charge, which can be done on the Service or via e-mail. The user can give Autobutler consent to receive marketing material from Autobutler and Autobutler's Collaboration Partners. Autobutler does not send marketing material and does not pass on personal information to third parties for their marketing purposes, without the User's express consent.

9. Rights to the Service and content on the site

Autobutler owns all intellectual property rights, including copyrights, to the Service, and owns the rights to trademarks, code, graphics, etc. on the Service, as well as the elements which are made available on the Service in the form of videos, animations, audio, music, text, images, photos, etc. Autobutler does not acquire any rights to material that the User chooses to upload, except for a non-exclusive, indefinite right to use, including the right to make the material available to others through the Service or in other ways. The rights to the material which is made available on the Service, whether by Autobutler, garages or others, generally belong to whoever uploads the material. Such material will generally be protected by copyright law and trademark law. As the uploader and rights holder to the material on the Service, the User agrees that those who have access to the material can familiarise themselves with the information, including reading and downloading the material and using the material for their own private purposes, and that Autobutler and garages can use the information for commercial purposes, including the fulfilment of the User's enquiries to obtain quotes. The User may use the material that Autobutler and others have made available on the Service for their own private purposes. The User may not permit others to use the Service or the material that is available on the Service, and must not, for example, assign, distribute, forward or copy the material to others or to other websites or make commercial/business use of the material.

10. Use of information and material

When creating a profile and uploading material, the User agrees that such information and material will be made available to garages and Autobutler. The User agrees that Autobutler and Autobutler's garages get the right to use this material as outlined in Clause 9. The User can at any time edit or delete information and material which they have uploaded.

Autobutler observes the duty of disclosure to the User under the General Data Protection Regulation (GDPR).

Autobutler's data deletion and retention policies are available in Autobutler's privacy policy which can be found at: <https://www.autobutler.co.uk/pages/gdpr>

11. Restrictions on information provided by service recipients

Autobutler is a hosting service under the provisions of the Digital Services Act (DSA) and therefore follows the provisions of Section 1 and Section 2 of the DSA regarding the collection, processing and publication of user ratings and any comments on them by workshops.

Autobutler does not impose restrictions on information provided by service recipients, but continuously monitors user ratings and workshops' responses to them in order to comply with the DSA Regulation.

Only manual, human review and decision-making is performed based on the requirements described in Article 16, Art. 17 and Art. 18 of the DSA Regulation.

11.1 DSA Regulation reporting and information requirements

Autobutler's contact person for the authorities and for the affiliated workshops, policy, guidance to users, reporting on content moderation carried out during the period, the use of automated tools for content moderation, the number of orders received from authorities and the median time taken to notify the authority, the number of reports of illegal content and the number of complaints received through the internal complaint systems are available at all times on the website: <https://www.autobutler.co.uk/pages/digitalserviceact>

12. Liability and Limitation of liability

Autobutler aims to ensure that the Service is always available. However, there may be situations in which the Service is not available, which may be due to security or maintenance reasons, network problems or failure of communication links and hardware, among other reasons. Autobutler makes regular backups of the Service and any data on the Service, but data loss may occur. Autobutler is not a contracting party, but merely conveys information on the Service, including obtaining and submitting quotes from Garages. Autobutler is not involved in the actual work of the Garage where the User has work done in accordance with a provided quote. Based on the above, Autobutler disclaims liability towards the User to the fullest extent possible in accordance with the inalienable rules of English law. Autobutler draws attention to the fact that the defects rules of the Sales Act may apply.

13. Validity of the quotes

Quotes that are generated via [autobutler.co.uk](https://www.autobutler.co.uk) on the basis of tasks created by the Users constitute an invitation for the User to make use of the quote from the individual Garage. The user's choice of any given quote only constitutes a request which is sent to the Garage in question. Autobutler autogenerates and calculates quote on behalf of the Garages. Subsequently the Garages validate the quote by confirming that the proposed time is still available. There is a legally binding agreement between the User and the Garage once the chosen Garage has confirmed in writing the User's inquiry about date and time via Autobutler's message and booking system. Quotes the User receives based on a created task will be available to the User for 7 days from the time the quote is sent, unless otherwise stated in writing in the quote. If the User does not respond to the quotes within the 7 days, the quotes will automatically expire. If a User wishes to make use of a quote, this is done by the User submitting a request for date and time in Autobutler's appointment booking functionality, after which the User must wait for a possible confirmation from the Garage.

14. Deleting a User's profile

The User can, at any time, choose to delete their profile and/or the data and material the User has uploaded to the Service. Cancellation can also be done by the User completing the Withdrawal Form below and sending it to Autobutler. When deleting the profile, the User must be aware that the User's possible reviews of Garages, and posts in forums and as well as messages sent to others will continue to be available to recipients, and these posts and messages will not be deleted. Autobutler may at any time delete or deactivate a User's profile. Autobutler reserves the right without notice – to cease providing the Service and to delete the profile.

15. No-show fee

The date and time of the User's agreed visit to The Garage are binding and appear in the User's profile on [autobutler.co.uk](https://www.autobutler.co.uk), as well as in a confirmation message sent via e-mail (and via SMS, if the User has registered a mobile number). The agreed time is binding unless the User makes use of his statutory right of withdrawal and cancels the time. It is the User's responsibility that the time is cancelled (via the User's profile on [autobutler.co.uk](https://www.autobutler.co.uk) or by notifying the Garage directly). It is considered a breach of contract if the User fails to cancel a confirmed appointment and does not bring their vehicle to the garage at the agreed time. In such situations, Autobutler is entitled to charge a no-show fee due to the User's failure to cancel the appointment in good time. The no-show fee is 10% of the price of the accepted quote but is a minimum of £ 10.

16. Changes to these terms and conditions

Autobutler reserves the right to change these terms and conditions at any time. The terms and conditions applicable at any time are available on the Service.

17. Transfer

The User's profile is personal and cannot be transferred to others without Autobutler's consent. Autobutler reserves the right to transfer the Service and rights, in whole or in part, to third parties. Should any such transfer take place, the User will receive notification of this and a deadline before which to delete their profile if the User does not accept the transfer.

18. Choice of law and venue

These terms and conditions and the use of the Service are governed by English law, except from rules of private international law, unless otherwise provided by mandatory law. Any disputes shall be settled by the English courts.

Withdrawal form

This form is completed and returned only if the right of withdrawal is exercised

To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:

I/We (*) hereby give notice that

I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

- Ordered on (*)/received on (*),
- Name of consumer(*),
- Address of consumer(*),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.*