

Terms and Conditions

Apart from the definitions the terms and conditions outlined in this document are split into 4 key areas as follows:-

- A. Use of Website.
- B. Privacy policy.
- C. Disclaimer
- D. Procurement of Goods and / or Services

1.0 Definitions

- 1.1 In these terms and conditions the following definitions apply.
- 1.2 "Design 911" is the trading name and trading style of "Sideline Design Ltd"
- 1.3 "Design 911", "Sideline Design Ltd", "we" or "us" refers to the owner of the website whose registered office is "220 The Vale, London, Greater London, England, NW11 8SR" and the provider of services whose main trading outlet is "Unit 5 Bracken Industrial Estate, 185 Forest Road, Ilford, Essex IG6 3HX."
- 1.4 "<http://www.design911.co.uk>" is the website unique resource locator (URL) of "Design 911"
- 1.5 "You," "the client," "the customer" means the person(s), Business(es) procuring the services from "Design 911."
- 1.6 "Deposit" means the fee required by "Design 911" for the purposes of purchasing goods or services from "Design 911."
- 1.7 "Vehicle Owner" means the person(s) who is the legal owner of the "Vehicle"
- 1.8 "Authorised person," means the person(s) who is legally entitled to act on behalf of the "Vehicle Owner"
- 1.9 "Confidential Information," means any data of a private nature held by "Design 911"
- 1.10 "After market," refers to any part which is not an original Porsche part.
- 1.11 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.12 The headings contained in these terms and conditions are for convenience and do not affect their interpretation.

2.0 The Contract

- 2.1 By accessing, browsing and/ or continuing to browse and use the "DESIGN 911" website, and by browsing in our any of our retail outlets, requesting quotations or procuring goods and / or services from "Design 911", you are agreeing to comply with and be bound by these terms and conditions.
- 2.2 By procuring goods and / or services from "Design 911" you are entering into a purchasing agreement or legal contract with "Design 911."
- 2.3 Any person(s) procuring goods or services from "Design 911" must be either the "Vehicle Owner" or an "Authorised Person"
- 2.4 By procuring goods or services from "Design 911" you are identifying yourself as the "Vehicle Owner" or an "Authorised Person."
- 2.5 We reserve the right to change our terms and conditions from time to time. Amended terms will be posted on our website for "the Client's" perusal.
- 2.6 These terms and conditions contain the entire agreement between the parties and unless otherwise agreed in writing by a director of "Sideline Design Ltd" these Terms and Conditions prevail over any other terms of business or purchase conditions put forward by "the client."
- 2.7 No variation or alteration to these terms and conditions shall be valid unless the details of such variation are submitted by a director of "Sideline Design Ltd"
- 2.8 The length of the contract terms is dependant on the total time taken to complete the work for "the client" and length of any warranty supplied for any labour and parts provided to "the client" by "Design 911" and the total time for the purposes of the contract shall be taken as the later finishing date of the two.

Section A - Use of Website

- 3.0 The use of this website is subject to the following terms of use
 - 3.1 The content of the pages of this website is for your general information and use only. It is subject to change without notice
 - 3.2 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

- 3.3 It is a condition of us allowing you access to the information on the "Design 911" website that you accept we will not be liable for any action you take relying on the information from this website. "DESIGN 911" will not be liable if your use of materials or information from the "DESIGN 911" website results in the need for servicing, repair or correction of equipment or data, "you" assume any costs relating to the above. "DESIGN 911" reserves the right to charge for access to certain information on the website. "DESIGN 911" will inform you where a charge will be incurred by you for accessing certain services or information on the "DESIGN 911" website.
- 3.4 If your PC does not support relevant technology including but not limited to encryption you may not be able to use certain services or access certain information on the "DESIGN 911" website.
- 3.5 You may not mirror any material contained on the "DESIGN 911" website or any other server without "DESIGN 911"'s prior consent.
- 3.6 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 3.7 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, logo, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 3.8 All trademarks reproduced in this website, which are not the property of "DESIGN 911", or licensed to the operator, are acknowledged on the website.
- 3.9 Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- 3.10 From time to time this website may also include links to other website. These links are provided for your convenience to provide further information. They do not signify that we endorse the website. We have no responsibility for the content of the linked website.
- 3.11 You may not create a link to these website from another website or document without "DESIGN 911"'s prior written consent.
- 3.12 In a few areas on the "DESIGN 911" website we ask you to provide information that will enable us to use this information that you provide us with to help keep you informed of our latest products and services after your visit to the "DESIGN 911" website. It is completely optional for you to participate. The information you provide on this website may be held and used by us for any of the following purposes: orders and/or accounts, dealing with enquiries or complaints, crime and fraud prevention, marketing our products and services or (subject to any objection or preference you may indicate when submitting your personal details to us via this website for sending information to you about our products and services from time to time. In addition, we may use information about you provided by credit reference agencies to help us make credit decisions and prevent fraud.
- 3.13 We may disclose your information to other group companies, including their respective partners, agents and sub-contractors, for any of the above purposes. In addition we may disclose your information to credit agencies and to other people in relation to enquiries concerning the prevention and detection of fraud or crime, or the apprehension or prosecution of offenders or as may be required by law or legal proceedings.
- 3.14 You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience whether to "DESIGN 911" or any of its customer or users of the "DESIGN 911" website by any means including the use of the "DESIGN 911" website services for persistently sending unsolicited communications without reasonable cause.
- 3.15 The service is accessed via the World Wide Web, which is independent of the service and "DESIGN 911". Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. "DESIGN 911" has no responsibility for any information or service obtained by you on the World Wide Web.
- 3.16 "DESIGN 911" excludes all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any information and the value and integrity of goods and services offered by third parties over the "DESIGN 911" website service. You acknowledge that we have no control over and we exclude all liability for any material on the World Wide Web, which can be accessed by using the "DESIGN 911" website service.
- 3.17 We may suspend or vary the whole or any part of the service offered by the "DESIGN 911" website for any reason at any time at our sole discretion.
- 3.18 "DESIGN 911" reserves the right to vary the terms of this contact from time to time. Such variations becoming effective immediately upon posting of the varied contract on the "DESIGN 911" website. By continuing to use the "DESIGN 911" website services you will be deemed to accept such variation.
- 3.19 Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

Section B - Privacy Policy

- 4.0 This privacy policy sets out how "DESIGN 911" uses and protects any information that you give "DESIGN 911" when you use this website.
- 4.1 "DESIGN 911" is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website; you can be assured that it will only be used in accordance with this privacy statement.
- 4.2 "DESIGN 911" may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 17/01/08.
- 4.3 What we collect
We may collect the following information:
- name and job title
 - contact information including email address
 - demographic information such as post code, preferences and interests
 - other information relevant to customer surveys and/or offers
- What we do with the information we gather:
We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:
- Internal record keeping.
 - We may use the information to improve our products and services.
 - We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
 - From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
 - We may use the information to customise the website according to your interests.
- Security
- 4.4 We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

- 4.5 A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- 4.6 We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.
- 4.7 Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.
- 4.8 You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

- 4.9 Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst

visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

- 4.10 You may choose to restrict the collection or use of your personal information in the following ways:
- 4.10.1 whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
 - 4.10.2 If you have previously agreed to let "us" use your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at sales@design911.co.uk
 - 4.10.3 We will not sell, distribute or lease your personal information to third parties unless we have your express permission or are required by law. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.
 - 4.10.4 You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to **Data Protection Controller, Sideline Design Ltd, Unit 5 Bracken Industrial Estate, 185 Forest Road, Ilford, Essex, IG6 3HX.**
 - 4.10.5 If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

Section C - DISCLAIMER

- 5.0 The information contained in this website is for general information purposes only. The information is provided by "DESIGN 911" and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 5.1 In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits, arising out of or in connection with the use of this website.
 - 5.2 Through this website you are able to link to other websites, some of whose back ends are not under the control of "DESIGN 911" but may be branded to "Design 911", and other sites that are totally beyond the control of "Design 911". The control of the sites is limited to the nature of the site. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
 - 5.3 Every effort is made to keep our company websites up and running smoothly. However, "DESIGN 911" takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.

Section D – Procurement of Goods and Services

- 6.0 This contract aims to protect all parties whenever unforeseen circumstances might arise. This document is intended to be a legal contract between the two parties "Design 911" and "the Client."
- 6.1 The following terms and conditions apply to all goods and / or services offered by "Design 911". By ordering any goods and / or services from "Design 911" you are agreeing to the following terms and conditions:

DEVELOPMENT PROCESS

- 6.2 All services described herein are to be performed by us in accordance with the most commonly accepted standards and practices of the Motor and Body Shop Industry. That is to say, we will use the development technologies and modifications processes that are most universally acceptable in order to satisfy the broadest market possible.
- 6.3 Any quotations provided are exclusively for "the Client" named on the written quote and are based upon the information provided by "the client" and the most appropriate parts and labour available at the time.

- 6.4 Any further requirements or considerations put forward to "Design 911" must be reviewed separately, and if become necessary, will result a replacement quote or new quote being issued.
- 6.5 It should also be noted that any quotations provided are valid for a period of **30 days** from the date issued but may be subject to changing market prices for labour and any goods or other services.
- 6.6 All specifications for work will be agreed before any work is started.
- 6.7 A pre work commencement vehicle inspection will be carried out at which point, any exterior vehicle dents, scratches and any other exterior faults will be noted and "the Client's" signatory will be required.
- 6.8 If any unforeseen faults are found in your "vehicle" after we have started work, we will inform you and advise you on the best course of action. Extra charges may be incurred as a result. In certain cases unforeseen faults may have implications to the road worthiness of the "vehicle" and it will affect the progress of the development process. If you "the client," do not want this corrective work to be completed, you will have to accept the vehicle without any warranty and agree to indemnify "Design 911" against any action taken as a result of any consequential problems.
- 6.9 Once the project has been completed, future changes will be dependent on the work involved. All costs will be in-line with the original development work but shall take account of any changes in market prices for labour and any goods or other services
- 6.10A post work completion, handover inspection will be carried out at which point, "the client" will be required to verify that the "Vehicle" has been returned in the same condition or better then pre work commencement.

Refunds, returns, credit notes, and exchanges

- 6.11 Specially ordered parts CANNOT be returned for credit.
- 6.12 Fuel injection and electrical parts cannot be returned for credit if supplied correct to application
- 6.13 A minimum handling charge of 25% will be applied on parts correctly supplied being returned for credit.
- 6.14 All orders/goods should be checked immediately on receipt so any shortages or damage to goods can be reported without delay.
- 6.15 All parts being returned for credit must be in a resalable condition, items will not be accepted if they appear to have been fitted, if any sealant grease has been applied or if the packing has been damaged.
- 6.16 We reserve the right to refuse exchange units, which are considered to be in an unserviceable condition.
- 6.17 Surcharges must be paid in upon purchase of the unit and will be reimbursed only if and when the unit is accepted by the surcharge department.
- 6.18 No warranty claims will be accepted on any faulty goods returned.
- 6.19 Items returned for credit/exchange must be received within 5 days of the purchase date, accompanied by a relevant invoice. No goods will be accepted without the proof of purchase invoice.

Other conditions

- 6.20 To meet increased demands and availability of products the right is reserved to change manufacturer, brand or component, without prior notice; purchasers should check and ensure such details at time of purchase.
- 6.21 Please note all parts are for standard specification European cars, please check with our sales office before ordering.
- 6.22 Please note that all parts and products are designed for road use unless specified otherwise.
- 6.23 The right is reserved to alter prices and specification without notice.
- 6.24 "After market" additions and modifications to "vehicles" may not be covered by your Porsche Warranty or extended Warranty. It is "the client's" responsibility to check that directly with any organisation which has given a warranty on your "Vehicle."

COSTS

- 6.25 All goods remain the property of Design 911 UK until payment has been received in full.
- 6.26 If it becomes necessary for "Design 911" to bring any action to collect any sums due under this Agreement, it shall be entitled to collect, without prejudice to any other remedy, in addition to all damages, its costs of collection and any outstanding costs. Legal action proceeds immediately after the due date.
- 6.27 We, "Sideline Design Ltd," understand and will exercise our statutory rights to interest under 'The Late Payment of Commercial Debts (Interest) Act 1998' if we are not paid to agreed credit terms at a rate of 12.5%.

CONFIDENTIALITY

- 6.28 "Design 911" acknowledges that this Agreement creates a confidential relationship between "Design 911" and the Client and that information concerning the Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning the Client is hereinafter collectively referred to as "Confidential Information."
- 6.29 "Design 911" agrees to take reasonable steps to ensure that its staff and subcontractors are bound by the provisions of this clause.
- 6.30 This Clause shall not apply to information that is or becomes public knowledge otherwise than through the default of the party concerned, or is already in the receiving party's possession, or is legally acquired by such party from a third party, or is required by law to be disclosed.
- 6.31 "Design 911" is fully compliant with the data protection act.
- 6.32 "Design 911" may seek, and the Client shall not unreasonably withhold, permission to publicise "Design 911" involvement with "the Client."

COPYRIGHT

- 6.33 The copyright, patent, and other intellectual property rights ("IPR") in the Website of Design911 and in particular any copy, photographs, layouts, logos and products unless expressly stated shall remain the exclusive property of "Design 911".
- 6.34 The Client agrees that copyrights to "Design 911" work shall remain the exclusive property of "Design 911", and that it will not use as a template, sell, transfer, publish, disclose or otherwise make the contents of the website available to third parties without "Design 911" prior written consent. Any rights granted to the Client under this Agreement shall not affect XS Online exclusive ownership of the website copyright.

WARRANTY

- 6.35 All parts and goods sold, unless otherwise stated shall be covered by the standard manufacturers warranty.
- 6.36 "Design 911" will correct any faults incurred as a result of its negligence at no cost to the client.
- 6.37 "Design 911" will offer standard guarantees on any labour carried out on the "the client's" "vehicle".
- 6.38 The Client will pay at "Design 911" standard daily fee rates for all time spent on investigating submitted 'faults' that are established to be correctly functioning.

LIABILITY FOR LOSS OR DAMAGE

- 6.39 "Design 911" shall not be liable to the Client for loss of profits, goodwill or any type of special, indirect, incidental or consequential loss (including but not limited to loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or "Design 911" had been advised of the possibility of the Client incurring such loss; and
- 6.40 "Design 911" shall have no liability in respect of any product or services to be supplied by the Client or any third party.
- 6.41 Save as expressly provided herein, all other terms and conditions, warranties or representations whether expressed or implied (by statute or otherwise) relating to the Solution and the supply of the Solution or imposing liability on "Design 911" is hereby excluded.
- 6.42 "Design 911" will guarantee the safety of "the Client's" "Vehicle" while it is in our care.

FORCE MAJEURE

- 6.43 Neither party shall be liable for any delay in meeting or for failure to meet its obligations under the agreement due to any cause outside its reasonable control including (without limitation) Acts of God, war, riot, malicious act of damage, fire, flood, acts of any government or public authority, failure of the public electricity supply, failure of any telecommunications service provider, failure or delay on the part of any sub-contractors beyond its reasonable control or the unavailability of materials. Further, "Design 911" shall not be liable for any such delay or failure resulting from a request by the Client for any change made to the supply of the design service being provided.

6.44 If "Design 911" is prevented from meeting its obligations due to any of the aforesaid causes it shall notify the Client of the circumstances and the Client shall grant a reasonable extension for the performance of the Agreement.

6.45 "Design 911" reserves the right to change, or amend these terms and conditions at any time, without prior notice. We will however inform any clients who may be affected by these changes.

Communication

6.46 Any notices given by "Design 911" by post or email are deemed to be delivered at noon the next day after posting.

Law

6.47 Governing Law English applies to these terms and conditions.