

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

September 2021

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 platform to provide quotes for Users’ enquiries and to promote their businesses through 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](#)) is:

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2. The Service’s main areas

a. User profile

Users can create a profile on which they provide their master data, including their name, address, telephone number, e-mail, etc., as well as their vehicle data. Master data and vehicle data can only be seen by Autobutler and the registered garages.

Users can upload and share their own material and information with Autobutler and the registered garages. This part includes a messaging system 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 e-mail 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 as a result 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. Upon acceptance of a quote via the Service, a service fee may be charged. The service fee will always be

stated in the quote and will appear in the total price before it is accepted. The service fee goes to Autobutler and is charged by the garage at the same time as invoicing for the work performed by the garage.

4. Sharing content - upload of the User's own material

Via the Service, the User can upload their own material, such as inspection reports, invoices, photos, etc., and share this content with garages. The User agrees that Autobutler will forward quotes, invoices, etc. received from garages to the User's 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

5. 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.

6. Guidelines for use of the Service

The User is entitled to use the available functionality of the Service. Autobutler reserves the right to change the functionality of the Service continuously. Primarily, the Service is intended for the User to request repairs and service of their vehicles and for garages to make offers in return. The User is not allowed to use the Service for the marketing of commercial/business activities, including the marketing of their own or others' commercial products and services or for price checks, as stipulated in Clause 2.

If the User repeatedly uses the Service to obtain quotes without making use of the submitted quotes, Autobutler reserves the right to revoke the User's access to the Service and to delete the User's profile.

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. Bullying and harassment will not be tolerated.

The Service must not be used to spam or otherwise harass garages by, for example, continuing to send messages even though a garage has requested not to receive them.

Autobutler reserves the right, without notice, to remove content and information which is deemed to violate these terms and conditions or applicable law. In case of serious infringement or repeated infringements of these terms and conditions, we reserve the right to revoke the User's access to the Service and to delete the User's profile.

7. Information for Users of the Service

The User agrees that we 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 our partners and from us may also appear on the Service.

The garage can only see the User's e-mail and telephone number once the User has accepted a quote from a garage associated with the Service. The e-mail and telephone number will only be used in connection with the conclusion of a contract to carry out work.

Autobutler will use the User's e-mail address and telephone number to inform them of messages they have received from a garage, of important information about the Service, such as information about security matters, significant changes to these terms and conditions, operational information, new or modified features of the Service, etc., and in cases where the Service's integrated messaging system is unavailable.

Autobutler will not use the User's details to send the User newsletters, marketing materials, etc., unless the User has given their consent. The User is entitled to subscribe to or unsubscribe from newsletters and marketing material at any time, free of charge. This can be done on the Service or via e-mail.

The User can give Autobutler their consent to receive marketing material from Autobutler's partners. Autobutler will not disclose personal data to third parties for their marketing purposes without the User's explicit consent.

8. 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.

9. 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's garages get the right to use this material as outlined in Clause 8.

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), Article 13, Paragraphs 1 and 2. In this regard, Autobutler also informs the User that, as a starting point, garages store the User's personal data for 5 years from the end of the financial year in which the work was performed. If the garage stores the User's personal data for longer, it rests with the garage to inform Users of this.

The garages process the User's data in order to conclude contracts with the User. The garage's basis for processing data is GDPR, Article 6, Paragraph 1(b). If the garage processes the User's data for other purposes, the garage must inform the User of this itself in accordance with GDPR, Article 14, Paragraph 4.

10. 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 liable for any loss of or damage to the User's data, including uploaded material.

Autobutler is not liable for any losses – direct or indirect – which the User may suffer as a result of using the Service or of defects in the Service, termination of the Service, or which may be caused by others who use the Service.

Autobutler is not a contracting party, but merely conveys information on the Service, including obtaining and submitting quotes from garages. Autobutler is not liable for such conveyance of information or for the content and compliance of such information, correspondence and quotes, including liability for compensation. Autobutler is not involved in the actual work of the garage where the User has work done in accordance with a provided quote, and Autobutler is not liable for the performance of such work or any defects in it.

If Autobutler, in spite of the above, should be held liable, on whatever basis of liability, liability to the User is limited to the greater of the following:

- (i) 50% of the total payment which Autobutler has received from the User within the last 6 months from when the claim arose or
- (ii) GBP 100.

The above applies unless another outcome follows from the mandatory rules of English law.

11. Validity of the quote

Received quotes are only legally binding from the date when the selected garage confirms the contract, in writing, with a date and time, via Autobutler's messaging and booking system. The quote is valid for 14 days from the time the quote is forwarded unless otherwise stated in writing in the forwarded quote.

Reservations are made for errors in connection with Autobutler's and/or the garage's preparation and submission of quotes, including printing errors and/or typos, as well as calculation errors. Autobutler and/or the garage informs the User as soon as possible in case of such errors and sends an amended quote. The User must contact Autobutler before confirmation of the contract if it is apparent to the vehicle owner that the quote received contains errors and omissions.

12. 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. When deleting their profile, the User must be aware that any posts in forums and 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 profiles.

13. 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, as well as in a confirmation message sent via e-mail (and via SMS, if the User has registered a mobile number). The User can at any time without cost, but no later than 24 hours before the agreed time, cancel the appointment. Any cancellation must always be made to Autobutler by e-mail or telephone. 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 GBP 10.

14. 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.

15. 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.

16. 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.