

# **GENERAL TERMS OF USE**

## **- RENAULT & DACIA SERVICE BOOKING -**

The purpose of these general terms of use (hereinafter referred to as "**GTU**") is to define the rules for using the "Renault & Dacia Service Booking" website operated by Renault UK Limited (trading as Dacia UK) incorporated and registered in England and Wales with company number 00082932, whose registered office is at The Rivers Office Park, Denham Way Maple Cross, Rickmansworth, Hertfordshire, WD3 9YS (hereafter "RENAULT & DACIA").

They determine all the steps required to access the Services triggering a quote valid for thirty (30) days in the context of maintenance operations on the Customer's vehicle.

Maintenance services are subscribed by the Customer with the Dealer in accordance with the provisions contained in the "General Conditions of Sale of Renault Spare Parts and Repairs."

### **1. DEFINITIONS**

"Customer" refers to the customer who has made an appointment with a Dealer for a service on their vehicle and who is browsing the Site made available to them.

"Dealer" refers to the RENAULT & DACIA network member establishment with which the Customer has made an appointment online to service their vehicle.

"General Conditions of Sale of Renault Spare Parts and Repairs" means the contractual conditions governing the operations carried out by the Dealer on the Customer's vehicle.

"Site" means the Renault or Dacia Service Booking site.

"Services" means all the functionalities accessible from the Site.

### **2. CONDITIONS OF ACCESS TO THE SITE AND TERMS OF USE**

#### **2.1 - Access**

The Site is accessible via Renault.co.uk (Servicing your vehicle section) or Dacia.co.uk (Servicing & maintenance section), certain dealer websites and the My Renault or My Dacia personal space. It does not require downloading.

The Customer must identify their vehicle using its registration number or chassis number so that RENAULT or DACIA can make personalised offers. The Customer must indicate their mileage to obtain a quote.

#### **2.2 - Use**

## **Maintenance packages**

After having identified their vehicle, the Customer will select the Dealer of their choice and the maintenance services they wish to have performed among those offered by the said member of the RENAULT and DACIA network.

The Customer will then have to click on “NEXT” at the bottom right to make an appointment and download their quote.

## **Dealer Services**

The Customer will have three options when an appointment, if offered by the selected Dealer:

- Collection & delivery: Allows the customer to have their vehicle collected and returned within a specific radius
- Drop the key: Allows the customer to drop the vehicle key off at anytime with the secure locker service
- Do not use these services and continue to make an appointment

## **Booking an appointment**

The Customer can make an appointment directly via the Site by choosing between two options:

- As soon as possible
- A time slot by indicating their preferred date and time

## **Contact and Confirmation**

The Customer then validates their appointment and their details.

The Customer receives a confirmation email with all the information.

## **3. DESCRIPTION OF THE SERVICES**

When consulting a quotation for the maintenance of their vehicle, the Customer has access to the following information (depending on the offer available):

- Compare prices for vehicle maintenance or service; the customer will need to choose different dealers to view pricing information

## **4. AVAILABILITY OF THE SERVICES**

The Site is provided on an as is basis with no guarantee of continuous use or without disruption.

Access to the Site may therefore be interrupted, suspended, or modified at any time.

Maintenance work necessary for the upkeep or improvement of the Services will, as far as possible, be notified in advance by means of a notice on the home page of the Site.

The availability of the Site may also be interrupted in case of intrusion, hacking, malfunction or request of authorised public authorities.

## **5. PRICE**

5.1 - The prices displayed on the Site as well as the estimated amount of the contribution to the reprocessing of waste are expressed in Great British Pound sterling and include all taxes.

The amount of the contribution to the reprocessing of waste varies according to the nature of the service actually provided and will be adjusted by the Dealer when the service is invoiced.

The prices shown take into account any promotions and other price offers in effect at the time of the booking request.

5.2- The quotation is an estimate. Prices vary between Dealers for maintenance packages.

## **6. MODIFICATION OF THE GTU**

The GTU come into force as of their publication on the Site.

The Customer acknowledges and accepts that the version of the GTU that is authentic is the one that is online and that they accept when they access the Site. The Customer must therefore refer to the version of the GTU online at the date of access and use.

RENAULT and DACIA are free to modify these GTU at any time, in particular in order to take into account any changes or legal, regulatory and/or technical constraints.

## **7. USE OF PERSONAL DATA COLLECTED ON THE SITE**

RENAULT & DACIA are concerned about protecting the personal data of its customers. In this context, the Customer confirms that they have read, understood and accepted the Privacy Policy [www.renault.co.uk/data-privacy](http://www.renault.co.uk/data-privacy) or [www.dacia.co.uk/legal-and-privacy](http://www.dacia.co.uk/legal-and-privacy)

## **8. FORCE MAJEURE**

RENAULT and DACIA cannot be held responsible for any event that has the characteristics of force majeure and results in a malfunction of the Site.

The customer also agrees to consider that the contractual characteristics of force majeure include power cuts, Internet network failures and computer malfunctions (bugs, viruses, malware, intrusions).

## **9. INTELLECTUAL PROPERTY**

### **9.1 - Copyright and/or Design Rights**

The Site constitutes a work designed and developed by RENAULT and DACIA, as the author.

The photographs, texts, slogans, drawings, images, animated sequences with or without sound, as well as any integrated works or any content present on the Site are the property of RENAULT and DACIA or of third parties having authorised RENAULT and DACIA to use them.

Reproductions, on paper or computer, of the Site and the works reproduced therein are authorised provided that they are strictly reserved for personal use excluding any use for advertising and/or commercial and/or information purposes.

Except for the above provisions, any reproduction, representation, use or modification, by any process whatsoever and on any medium whatsoever, of all or part of the Site, of all or part of the various works and vehicle models that make it up, without having obtained prior authorisation from RENAULT and DACIA, is strictly prohibited.

The user must not copy, modify or reproduce, in whole or in part, in any form whatsoever, the information and elements appearing on the Site, nor intervene on the Site, nor act in a way that contravenes the intellectual property rights of RENAULT and DACIA and third parties having authorised RENAULT and DACIA to use them. The use of any intellectual property right belonging to Renault and Dacia or to a third party that has authorised Renault and Dacia to use it, that is not expressly authorised, is strictly forbidden.

### **9.2 - Trademark rights**

The RENAULT and DACIA name, the RENAULT logo (diamond) and DACIA LOGO, the names of products and services offered by RENAULT and DACIA, the slogans and logos accompanying these trademarks are, unless otherwise indicated, trademarks registered by RENAULT and DACIA or other companies in the group.

If other trademarks are also cited, they are identified by a capital letter and are used by Renault and Dacia either with the authorisation of their owner or as a simple indication of products or services offered by Renault and Dacia.

The reproduction, imitation, use or affixing of these trademarks without prior authorisation from Renault or their respective owners constitutes an infringement.

## **10. LIABILITY**

10.1 Within the limits of applicable laws and regulations, Renault and Dacia declines all responsibility for the use of the Site by the Customer and gives no guarantee, express or implied, as to the speed and/or performance of the Site or as to the use made by the Customer of the data and/or information accessible via the Site.

RENAULT and DACIA does not guarantee that the Site will be free of errors, defects or omissions, nor that it will not be subject to damage or attacks, particularly viruses, that could lead to malfunctions, service interruptions, breakdowns or losses of data or information.

Access to the Site may be temporarily and periodically suspended for technical reasons, for which the technical teams will make every effort as quickly as possible.

RENAULT and DACIA will be exonerated from all responsibility:

- In the event of non-compliance by the Customer with the stipulations of these General Terms of Use;
- In the event of malfunction of the Site resulting either from a cause, voluntary or involuntary, attributable to the Customer or a third party, or from a malicious act, or from the malfunction of software, smartphone, tablet PC or any other interface/product belonging to the Customer;
- In case of legislative or regulatory changes affecting the Site.

In addition, the Customer acknowledges that the Site may be provided by communication networks, and that Renault and Dacia may not be held liable in the event of malfunction of said communication networks.

10.2 When the Customer uses the Site, they undertake to do so in accordance with these General Terms of Use and in compliance with applicable regulations, in particular road traffic rules.

The Customer is fully responsible for the use of the Site and for any use of the data/information received through the Site, even when they are not the person using such data/information.

Customer agrees to keep its codes secret and not to disclose them in any form to any person. The customer is informed that any disclosure of his codes to a third party is his sole responsibility. RENAULT and DACIA cannot be held responsible if the secure safe containing the vehicle keys is opened by a third party because the customer has disclosed the codes.

## **11. APPLICABLE LAW AND JURISDICTION**

The General Terms of Use, the content and all the rights and obligations of the parties arising from or relating to the use of the Site are subject to English law and shall be interpreted and applied in accordance therewith. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute.

## **12. DISPUTE RESOLUTION**

In the event of a dispute between Dealers and Customers arising out of or in connection with these GTU or in case of any dispute arising from or relating to the use of the Site, the parties will try to resolve it amicably (the Customer will send a written complaint to the Dealer or to RENAULT and DACIA Customer Relations Department).

If no amicable agreement can be reached and a dispute still remains, either party may refer the matter to a mediator or any other method of dispute resolution to be agreed between the parties prior to instigating any court proceedings, and each party shall meet their own costs of participation in the mediation or any other method of dispute resolution.

Dealers who are independent merchants acting on their own behalf and in their own name are solely responsible to customers for commitments of any kind made by them, as they are not RENAULT's and DACIA's agents.

### **13. MISCELLANEOUS**

If one or more provisions of these GTU is declared invalid, void or unwritten pursuant to the regulations in force, a change or following a final decision of a competent court, the other provisions will retain all their force and scope, the parties agreeing as soon as possible to establish a valid replacement provision with an equivalent scope as close as possible to the spirit of these GTU.