

These terms and conditions apply to the provisions of Cooksport Dyno (Rolling Road) to you by Cooksport Limited (company registered number 06807239) whose registered office is at Unit 4 Wellsway Works, Wells Road, Radstock, England, BA3 3RZ (“Cooksport, We/Us”).

1. Booking and Deposit

- 1.1 Bookings can be made over the telephone, via email or via our website. A deposit of 50% of the Charges is payable at the time of booking. We accept all debit/credit cards, bank transfer and PayPal. Unless clause 1.3 applies, the deposit is non-refundable and will be deducted from the balance of the Charges.
- 1.2 This contract will come into place between Cooksport and you when we confirm your booking by email.
- 1.3 You have 14 days from the date you receive our email confirming the booking in which you can cancel the booking without charge. If you do want to cancel the booking during this period then you should inform us by phone, post, email or providing the cancellation form (attached). We will refund the deposit within 14 days of receiving your notice of cancellation.

2. Charges

- 2.1 The Charge for the service is £72 inc. VAT for a power run, or from £474 inc. VAT for a re-map based on services provided. Charges are payable upon completion of work. If any additional charges are payable these will be invoiced within 7 working days of your appointment and payment must be made within 14 days of the date of invoice. A list of our additional charges can be found here:
 - (a) Standard labour charge is £72 per hour (including VAT)
 - (b) Additional fuel (see 3.4)
- 2.2 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. We may also charge you for any reasonable costs we incur in chasing unpaid invoices.

3. Our service and your responsibilities

- 3.1 Your vehicle will be tested on our Dyno equipment to measure specific parameters about how the car performs. This will include the vehicle driven onto the dyno

equipment via ramps, secured to the Dyno by attaching straps and dyno equipment attached.

- 3.2 You acknowledge and agree that all tests are intended to be and will be at maximum performance and at wide open throttle, thus applying stress similar to that which the vehicle would experience during operation on the road/track. The vehicle is therefore susceptible to the same risks as on the road/track which may cause wear and tear or complete damage to, but not limited to engine, power train and/or tyre/wheel failure or damage.
- 3.3 For accurate performance testing and to minimise any risk to the vehicle or our equipment you agree to ensure that your vehicle is in a suitable roadworthy state to dyno test. This includes but is not limited to the following:
- (a) all fluid levels must be checked and topped up by you before testing;
 - (b) tyres must be in good condition and correctly inflated (no bulges, cuts or damage, equal tread);
 - (c) the cooling system must be free from defects and functioning correctly;
 - (d) the exhaust must be gas tight as samples will need to be taken from the tail pipe and any leaks will dilute these readings;
 - (e) the vehicle must have adequate fuel of the correct octane rating;
 - (f) the vehicle must have an up-to-date MOT and all works required by the previous MOT must have been rectified in full;
 - (g) all relevant components must be in good serviceable condition; such components include, but are not limited to, spark plugs, injectors, turbochargers and ignition system. Please be aware that test results may not represent the true performance of the vehicle if such components are in poor condition;
 - (h) there must be means to attach securing straps to the vehicle. If not, we may be unable to perform the power test. In such circumstances, you may still be charged for the time allocated to the Dyno.

We are not responsible for any losses or costs incurred by you as a result of your failure to comply with these terms and conditions or your use of the Dyno except where we are negligent or in breach of a legal duty owed to you.

- 3.4 A fuel surcharge will apply if Cooksport are required to add additional fuel. This charge will be levied at the discretion of Cooksport based on cost of fuel at that time, and 30 minutes of standard labour charge equivalent at the time of service.

- 3.5 Any modifications to a vehicle will be calibrated to the components currently on the vehicle at the time the service is provided. If the condition of any components are changed or altered this may cause increased wear and tear or complete damage to, but not limited to engine, power train and/or tyre/wheel failure or damage, for which we are not liable.
- 3.6 You may be required to pay for any damage to the Dyno and/or Dyno Cell if there is a vehicle malfunction or fluid leak.
- 3.7 You agree to comply with all safety instructions given by Cooksport personnel from time to time, particularly with regard to safe distances and noise protection. Customers are not permitted in the Workshop or the Dyno Cell during operation and must watch from the viewing areas provided, if available.
- 3.8 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 3.9 We may store and process your personal data in accordance with our privacy policy www.cooksport.co.uk/privacy-policy.
- 3.10 These terms and conditions are subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Cooksport Limited, Unit 4 Wellsway Works, Wells Road, Radstock, England, BA3 3RZ
[email address included]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the Cooksport
Dyno:

Ordered on [*]

Name:

Address:

Signature:

Date:

[*] Delete as appropriate