

Terms and Conditions of Use

The website is managed by The Motorists Organisation Ltd (TMO) on behalf of the Garage.

TMO can be referred to as We

By using the Website you agree to these Terms of Use together with any additional terms, conditions, notices and disclaimers included on the Website, therefore please read these Terms of Use carefully. If you object to any of these Terms of Use (including any subsequent amends or modifications) or become dissatisfied in any way in with your use of the Website, your only recourse is to discontinue usage of the Website.

Overview

To use the Website you must agree to receive communications via, email, text and phone from the TMO managed platform and or Garage to allow Bookings to be completed. This communication will be sent from Book My Garage the trading name of TMO.

When you make a Booking over the Website, the chosen Garage will be sent your booking and contact details and you will be sent their details via the email address you have provided. Please make sure bookmygarage.com is on your safe senders list and not filtered to junk mail. The Garage will contact you and confirm all booking requirements. The booking is NOT confirmed until the Garage and you have agreed this between yourselves.

The contract for any Services offered over the Website or with the Garage during repairs is solely between you and the Garage. You will pay the Garage directly for all works undertaken in the normal way under their terms and conditions of business.

If you need to cancel or revise the date of your Booking, please contact the Garage directly. It is really important as the Garage will be expecting you and have allocated a person to work on your Car.

TMO is not responsible or liable for:

- Any transactions, disputes or Bookings made between Garages and you however they may have occurred including but not limited to any introduction over the Website.

- The nature or suitability of any agreed or offered Service by the Garage or over the Website, nor the suitability of a Garage in providing Services offered.

You acknowledge and accept that you release TMO from any liability, claim or damages of any kind that may arise from you using either the Website or Garage Services.

TMO's handling and use of your personal information is in accordance with the [Privacy Policy](#) as provide on the Garages website and the General Data Protection Regulation (GDPR).

Below is a more detail description of this Overview.

1. Definitions and Interpretation

- **Booking** means the process by which a User uses the Website to search, obtain a price and time for delivery of Services to be confirmed by the Garage over email/phone/text or fax.
- **Car** means a road vehicle taxed as a private car and not used commercially that has four wheels and is designed to carry passengers that is powered by an internal-combustion engine.
- **Garage** means an automotive repairer.
- **Services** means (but not is limited to) any automotive service delivery, MOT, maintenance, parts, accessories or repair.
- **Servicing Schedules** means a set of agreed servicing items that will be conducted by a Garage.
- **Book My Garage (BMG)** is a trading name of The Motorists Organisation Ltd . Any reference to BMG in these Terms and Conditions also refers to The Motorists Organisation Ltd.
- **Terms of Use** means these terms of use as amended from time to time.
- **The Motorists Organisation Ltd** is a company registered in England and Wales under company number 08339147 and has its registered office at 1000 Lakeside, North Harbour, Portsmouth, PO6 3EN.
- **Website** means the Garages website provided and managed by TMO.
- **User** is a person, who can also be defined as 'You', who has visited and/or used the Website who seeks and/or makes a Booking for Services from a Garage. A Garage may not be a User.
- **MOT** prices offered on the Website are for Cars and light commercial vehicles only.

2. Accurate Information

- All information provided by a User when making a Booking is provided in order for the Website to provide a price and for the Garage to deliver Services for the User's Car in an area.
- A User warrants that all information provided by them via the Website is true and accurate and that no information given or omissions made by the User are intended or likely to mislead or deceive any person or organisation. TMO reserves the right at its discretion to request verification of, or verify any information provided by you.
- TMO may terminate a User's use of the Website and or cancel any Bookings without notice or reason but particularly (but not limited to) the following:-:
 - the information provided by a User is incomplete, invalid, untruthful or incorrect;
 - a User uses the Website to send Spam;
 - a User provides false information about their identity;
 - a User takes any actions that may undermine the integrity of any feedback or comments system; and
 - a User does not agree to receive communications from TMO and or the Garage in relation to any Booking.

3. Website

Provision of Website

- TMO provides the Website to give the User the opportunity to make a Booking with the Garage.
- TMO is not directly involved (whether as agent or principal) in any transactions between a User and a Garage.
- TMO does not guarantee that the User will be able to make a Booking.
- A Booking on the Website is not a contract for the Garage to provide any Services.
- The Garage are responsible for the displayed of prices on their website. The User must agree prices with the Garage on confirming the Booking between them.
- TMO cannot and will not make enquiries as to the nature, suitability, or quality of any Services provided by any Garage nor the accuracy of any description of Service, price, feedback, technical ability or the ability of a Garage to complete any transaction.
- Details provided on the Website cannot be relied upon.

- If You submit a review to us using the TMO Review System, then You agree that We may publish Your review, together with Your name, on this and other websites and on any successor website that We may operate from time to time, on such page and in such position as We may determine in our sole discretion.
- You further agree that We may edit the review and publish edited or partial versions of the review. However, We will never edit a review in such a way as to create a misleading impression of Your views.
- TMO does not validate any User reviews or ratings of the Garage. Any opinions expressed are those only of the User submitting the review or review ratings provided by third parties.
- It is the User's responsibility to arrange any transportation, pick up or delivery (possibly including any costs) to and from the Garage unless otherwise agreed between the Garage and the User as part of their contract.
- TMO reserves the right to vary the specifications, rates, rewards, rules and conditions of any element of the Website at any time without notice. An announcement may be issued either on the Website or via an authorised e-mail but this is not a requirement. Because these Terms of Use may change over time the User is urged to periodically review these terms on the Website. Any dated information that may be included in the content of this Website is published as of its date only, and TMO will not have any obligation or responsibility to update or amend the information or for the accuracy of any information on the Website.

4. Warranties and indemnity

- The User is responsible for any information they provide through the Website. In particular, the User warrants that such information:
 - is true, accurate and complete;
 - is not fraudulent or misleading;
 - does not infringe any third party's intellectual property or privacy;
 - does not violate any law, statute or regulation;
 - is not obscene or offensive and does not contain pornography;
 - does not contain any viruses, worms, or other computer programming instructions that may damage, detrimentally interfere with, intercept or expropriate any system, data or personal information.
- The User acknowledges that they have not relied upon or been induced by any representation by TMO and TMO makes no warranty or representation as to:

- the results that may be obtained through the use of the Website;
- the accuracy, reliability or otherwise of any information obtained through the Website;
- the Website being uninterrupted, timely or error free;
- the goods and/or services purchased or obtained through the Website.
- The User indemnifies and keeps indemnified TMO and the Garage and its officers, employees, agents, subsidiaries and affiliates against all claims (including third party claims), demands, damages, costs (including legal costs), penalties or suits arising out of or consequential upon:
 - the use of the Website;
 - any dispute between the User and a Garage;
 - any negligence by a Garage in the provision of Services;
 - any loss or damage suffered by the User arising from or related to the provision of Services;
 - any loss or damage suffered by the User arising from or related to the use of the Website.

5. Limitation of Liability

Extent of Liability

- The User acknowledges that TMO or the Garage has no liability to the User in relation to any Services. The User releases TMO from all and any claims arising out of or consequential upon:
 - the use of the Website;
 - any dispute between the User and a Garage;
 - any negligence by a Garage in the provision of Services;
 - any loss or damage suffered by the User arising from or related to the provision of Services;
 - any loss or damage suffered by the User arising from or related to the use of the Website.
- TMO or the Website shall not be liable for any claims for loss, damage or liability, including special indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data, in respect of:
 - the use of the Website;

- the use of any component of or contributing to the Website;
- any dispute with a Garage of any nature, including but not limited to the provision of Services or payment by a User.
- The User acknowledges that the Internet can be unstable and, sometimes, insecure. At times the Website may not be available or Bookings may not be processed or may not be accepted. In these circumstances TMO accepts no responsibility.
- TMO gives no warranty in relation to the Website. Under no circumstances is TMO or any of its carriers or suppliers liable or responsible in any way to a User or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), howsoever caused, including as a result, direct or indirect of any defect, deficiency or discrepancy in the Website including its form, content and timeliness of delivery.

6. Information and Privacy

User information and ownership of information

- TMO will not pass any personal details to Garages until a Booking is made. These details will be those provided by the User as part of the Booking consisting of name, address, contact phone number(s) and email address. This is to enable the Garage to correctly identify you and the Booking and make contact to confirm. Should you wish for the Garage not to hold your details please ask the Garage to remove them from their files.
- Any vehicle registration number entered onto the website can be shared with garages and other third parties.
- We hold all personal data in accordance with the data protection principles set out in the General Data Protection Regulation and is further covered in our [Privacy Policy](#) & Cookie policy
- By making a booking over the Website you agree to either the Garage or TMO to providing you with reminders and offerings specific to your car.

7. No recommendation

- Any communications (and its content) to a User by a Garage is the responsibility of the Garage and is not a recommendation or an endorsement by TMO or its directors or employees or any related party. The Garage is solely responsible for the accuracy and suitability of the communication and any offer. Users may contact the Garage for any additional information regarding any communications received from a Garage.

- A User must contact the Garage to deal with any complaints or enquiries in relation to communications sent by it to the User.

8. Processing and Technology Issues

In the event of errors in processing or Website downtime or any other errors or delays caused to the Website or Bookings as a result of unforeseen technological difficulties associated with servers, data hosting centre, internet service provider or any other reason, TMO reserves the right to take such action as it considers necessary in relation to the Website.

9. Governing Law

These Terms of Use, access to and use of the Website and the terms of any disclaimer of warranties and liability are governed by and construed in accordance English Law and any provision of these terms which is void or unenforceable may be severed from these Terms of Use without affecting the enforceability of other provisions.

Current as of May 2020.