Terms & Conditions, Customer Authorisation and Service Disclaimer

Business: BW Tech
Website: https://bwtech.uk
Contact: info@bwtech.uk

These Terms & Conditions apply to services supplied by BW Tech, including vehicle ECU/TCU remapping and programming, diagnostics, vehicle-related services, electrical work, computer repairs, IT support, networking, smart technology installations, hardware configuration, bench programming and postal repair services.

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1. Scope of Work and Customer Authorisation

BW Tech will carry out the services agreed with the Customer, as described in the accepted quotation, booking confirmation or other written agreement.

The Customer authorises BW Tech to undertake the agreed diagnostic, programming, repair, installation, configuration or modification work. Any material change to the agreed scope or price must be communicated to the Customer and authorised before the additional work proceeds.

For vehicle services, the Customer confirms that they are the vehicle's legal owner or have appropriate authority from the owner to request the work.

For electrical, IT, networking and property-related services, the Customer confirms that they own the property or equipment concerned, or have the necessary permission to authorise the work.

BW Tech may decline or stop work where it reasonably considers the work unsafe, unlawful, technically unsuitable or outside its competence or available equipment.

2. Risk Assessment and Pre-Existing Conditions

Vehicle services

ECU/TCU remapping, programming and performance modifications can alter engine operation, torque delivery, boost pressure, fuelling and other operating parameters. Depending on the vehicle and modification, these changes may increase mechanical or thermal stress on components, including the engine, turbocharger, clutch, gearbox, drivetrain, fuel system, cooling system and emissions equipment.

Existing wear, poor maintenance, previous modifications, defective components or hidden mechanical or electrical faults may affect the outcome and can contribute to subsequent failures.

The Customer must disclose known faults, previous modifications, warning lights and other relevant information before work begins.

Electrical, IT and property services

Installations may involve mounting hardware, routing cables, drilling, cutting or creating access through walls, floors or other structures where agreed.

The Customer must disclose known concealed utilities, structural hazards, asbestos, water pipes, electrical cables and other relevant risks before work begins.

BW Tech will take reasonable precautions and exercise reasonable care and skill. Responsibility for any damage will be determined in accordance with the circumstances and applicable law. No term in this section excludes liability that cannot lawfully be excluded.

3. Vehicle Health Checks, Diagnostics and Customer Equipment

A diagnostic scan is a preliminary assessment of electronic fault codes and available vehicle data. It is not a complete mechanical inspection or teardown and cannot identify every existing, developing or concealed fault.

A vehicle passing a diagnostic scan does not guarantee that every mechanical or electronic component is in good condition.

Where work is performed on Customer-supplied equipment, including computers, laptops, network devices, consoles, ECUs and other electronic hardware, the Customer should back up important files and data before work begins.

The Customer must disclose known hardware defects, previous repair attempts, liquid damage, software problems and other relevant conditions.

BW Tech will exercise reasonable care and skill when handling Customer equipment. Liability for data loss, equipment damage or software problems will be determined in accordance with applicable law and the actual circumstances; this section does not provide blanket immunity for negligence or defective service.

4. Diagnostic Assessment Fee and Unsuccessful Remapping

Where an ECU/TCU calibration or remapping service cannot be completed because of pre-existing faults, anti-tuning restrictions, hardware defects, board corrosion, power instability, manufacturer security updates or other technical limitations, a diagnostic and assessment fee of **£70** may apply.

The fee covers diagnostic time, labour, specialist tooling and diagnostic software usage where the relevant assessment work has been undertaken.

BW Tech will explain any applicable fee before work begins and obtain the Customer's agreement to the charge.

Under BW Tech's stated policy, no diagnostic fee is charged if BW Tech determines that work cannot proceed before connecting diagnostic tools or commencing diagnostic procedures.

Payment of a diagnostic fee does not guarantee that a remap, repair or programming operation can subsequently be completed.

Any charge remains subject to applicable cancellation rights, refund rights and other statutory protections.

5. Cosmetic Refinishing and Making Good

Unless expressly included in the accepted quotation, installation services involving cable routing, trunking, hardware mounting, drilling, wall access or floor access do not include subsequent cosmetic plastering, skimming, filling, sanding, repainting or redecorating.

BW Tech will explain the intended installation work and any relevant limitations before proceeding.

Any additional making-good work requested by the Customer will be agreed separately, including its price and scope.

This section does not exclude responsibility for damage caused by BW Tech's failure to exercise reasonable care and skill.

6. Vehicle Performance, Fuel Economy and Network Performance

Vehicle performance

Any quoted power, torque, throttle response or fuel economy figures are estimates unless expressly guaranteed in writing.

Actual results may vary depending on vehicle condition, engine specification, maintenance, fuel quality, environmental conditions, existing modifications, transmission limitations and other factors.

BW Tech does not guarantee a particular performance gain or fuel saving unless a specific written guarantee has been agreed.

Wi-Fi, networking and internet connectivity

Network performance depends on factors including building construction, distance, equipment specification, interference, network configuration, congestion and third-party internet service providers.

BW Tech will carry out agreed installation, configuration and testing work with reasonable care and skill but cannot guarantee internet availability, a particular wireless range or a specific connection speed where these depend on factors outside its reasonable control.

Any stated performance target or service guarantee must be clearly agreed in writing.

7. Bench Programming, Electronic Repairs and Postal Services

Where bench programming, ECU/TCU handling, micro-soldering, circuit-board repair or postal services are requested, BW Tech will take reasonable care when handling the equipment.

Older, previously repaired, corroded, heat-damaged, water-damaged or otherwise degraded electronic components may have an increased risk of failure during handling or testing. Relevant known risks will be explained where reasonably identifiable.

Where equipment is sent by post or courier, the Customer must follow the agreed packaging and dispatch instructions.

BW Tech will use an appropriate shipping method as agreed for the service. Any shipping insurance, compensation limits and relevant exclusions will be disclosed where applicable.

Responsibility for loss or damage in transit will depend on the circumstances, the applicable shipping arrangements and the law. BW Tech does not exclude liability for its own acts or omissions where such exclusion would be unlawful.

8. Legal Compliance, Emissions, Roadworthiness, Insurance and Warranties

All work must comply with applicable legal requirements.

BW Tech will not knowingly carry out or facilitate a vehicle modification intended for public-road use where that modification would breach applicable emissions, roadworthiness or other legal requirements.

Changes to emissions-control systems, including DPF, EGR or catalytic converter alterations, may affect road legality, MOT compliance, vehicle type approval and insurance. A disclaimer or customer signature does not make an otherwise unlawful modification lawful.

Any genuinely track-only or competition-related modification must be suitable for its intended use and comply with the legal requirements applicable to that use.

Vehicle modifications may affect manufacturer warranties, dealer support, finance agreements and insurance cover. The Customer is responsible for checking relevant contractual and insurance requirements and notifying their insurer where required.

BW Tech will not guarantee that a modified vehicle will retain a manufacturer warranty or that an insurer or finance provider will accept a modification.

The Customer must not use a vehicle in a manner that breaches applicable law.

9. Main Dealer and Third-Party Software Updates

Main dealer servicing, recalls, manufacturer software updates or work by another garage may overwrite, reset or alter a custom ECU/TCU calibration or other software configuration.

Where this occurs, BW Tech is not responsible for the third party's actions unless liability arises from BW Tech's own breach of contract, negligence or another legal obligation.

Restoration or reinstallation of a custom calibration may incur an additional charge. Any charge must be disclosed and agreed before the restoration work proceeds.

10. Mobile Service Requirements and Travel Expenses

Where work is performed at the Customer's location, the Customer must provide reasonable access to the vehicle, equipment or installation area.

Where applicable, the Customer must provide a safe, suitable working area, level ground, appropriate lighting and access to mains power if requested in advance.

BW Tech may postpone work if the location is unsafe or unsuitable, explaining any resulting arrangements and charges in accordance with the agreed booking terms and applicable law.

Direct travel expenses, including parking fees, tolls, bridge charges, Congestion Charge and applicable ULEZ/LEZ charges, will be disclosed where reasonably practicable and agreed before they are incurred.

No undisclosed additional charge will be imposed where prohibited by applicable law.

11. Thirty-Day ECU/TCU Reversion Policy

As an additional BW Tech service policy, the Customer may request restoration of an ECU/TCU to its original factory software backup within **30 calendar days of the invoice date**, where the vehicle is mechanically sound and the original backup remains available and suitable for restoration.

BW Tech will assess whether restoration is technically possible and explain any relevant limitations before proceeding.

The Customer must understand that restoration to factory software does not necessarily reverse physical wear, mechanical damage or other consequences of previous use or modifications.

This policy does not automatically entitle the Customer to a full refund of diagnostic or labour charges for services already properly performed. Any refund or additional charge will be determined in accordance with the agreed contract and applicable statutory rights.

Any software modification or restoration requested after the 30-day policy period may incur standard labour charges, subject to applicable law.

This voluntary policy does not replace or restrict any statutory remedy available to the Customer.

12. Payment Terms, Deposits, Cancellations and Refunds

Quotations and payment

Prices and any applicable fees will be communicated before the Customer commits to the work.

Unless otherwise agreed in writing, payment for completed services is due immediately upon completion and before the return of keys or equipment.

Where a deposit or advance payment is required, its amount, purpose and applicable refund or cancellation conditions will be disclosed before payment is taken.

Additional work

BW Tech will seek the Customer's approval before undertaking work outside the agreed scope or imposing additional charges, except where a different arrangement has been lawfully agreed in advance.

Refunds

Refunds, where due, will be handled in accordance with applicable law and the agreed contract.

Where appropriate, refunds will be returned to the original payment method. Where a refund is legally required, the Customer will not be denied that refund merely because the original payment was made by card or cash.

Any cash refund, bank transfer or payment-processing arrangement must comply with applicable legal obligations.

Card payments

Where a card refund is processed, the time taken for funds to appear in the Customer's account may depend on the payment provider and issuing bank. BW Tech will process refunds within the applicable legal or agreed timeframe.

Cancellation charges

Any cancellation fee, deposit retention or charge for work already undertaken must be clearly disclosed in advance and be lawful and proportionate to the circumstances.

Nothing in this section excludes the Customer's statutory cancellation, refund or other consumer rights.

Retention of title

Where hardware or components are supplied by BW Tech, ownership may remain with BW Tech until full payment has cleared, to the extent permitted by law and subject to any applicable consumer rights.

13. Software, Intellectual Property and Third-Party Materials

Subject to applicable law and any relevant third-party licences, original custom calibrations, software files, custom code, network configurations and other intellectual property developed by BW Tech remain the intellectual property of BW Tech unless otherwise agreed in writing.

The Customer must not copy, reverse-engineer, reproduce, resell or distribute BW Tech's proprietary materials without prior written permission, except where permitted by law or an applicable licence.

Where third-party software, firmware, hardware or licensed material is used, its applicable licence terms continue to apply.

Any specific rights granted to the Customer to use, retain or transfer software supplied as part of a service will be governed by the relevant written agreement and applicable law.

14. Limitation of Liability and Statutory Rights

Nothing in these Terms excludes or restricts any liability, remedy or statutory right that cannot lawfully be excluded or restricted.

This includes, where applicable, liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, and the Customer's rights under the Consumer Rights Act 2015 and other applicable legislation.

BW Tech will provide services with reasonable care and skill and will comply with applicable legal obligations.

BW Tech will not be responsible for loss or damage to the extent it is caused by a pre-existing defect, an undisclosed fault, the Customer's own actions, or the actions of an independent third party, where and to the extent that this is legally justified.

BW Tech does not accept responsibility for indirect or consequential losses, loss of earnings, loss of business, vehicle hire costs or recovery expenses except where liability arises under applicable law or has otherwise been expressly agreed.

Any limitation of liability must be fair, reasonable and lawful in the circumstances. No financial cap or exclusion in these Terms will apply where the law prohibits its application.

Nothing in these Terms affects the Customer's right to seek an appropriate remedy where BW Tech has failed to fulfil its contractual or legal obligations.

15. Privacy, Customer Information and Photographs

BW Tech will handle personal information in accordance with applicable data protection legislation and its privacy notice.

Information may include the Customer's name, contact details, address, vehicle details, booking information, photographs and details of the services requested.

Personal information will be used for relevant purposes such as managing enquiries and bookings, providing services, processing payments, communicating with the Customer and meeting legal obligations, in accordance with the applicable privacy notice.

Where Customer photographs or other identifiable information are proposed for use in social media, advertising or promotional material, BW Tech will obtain any consent or other lawful basis required for that use.

Consent to promotional use must not be treated as a condition of receiving an unrelated service where consent is required and the Customer has a genuine choice.

The Customer may contact info@bwtech.uk with privacy-related enquiries or requests.

The full privacy notice should be provided separately and made available through the BW Tech website and relevant booking forms.

16. Customer Declaration and Final Authorisation

By submitting a booking, accepting a quotation or otherwise authorising the agreed work, the Customer confirms that:

1. They are the legal owner of the relevant vehicle or property, or have appropriate authority to authorise the requested work.
2. They have been given the opportunity to review the applicable Terms & Conditions and understand the scope of the work they have authorised.

3. They have disclosed known faults, relevant modifications, damage and other material information to the best of their knowledge.
4. They understand that diagnostic assessments may not identify every hidden or developing fault.
5. They have been informed of applicable prices, diagnostic fees, additional charges and relevant service limitations before committing to the work.
6. They understand the relevant risks associated with the requested service and have had the opportunity to ask questions before work begins.
7. They will comply with applicable legal, insurance and usage requirements relating to the vehicle, property or equipment.
8. They understand that any cancellation, refund, reversion or liability provisions remain subject to applicable law and do not remove statutory rights.
9. They authorise BW Tech to carry out the agreed work in accordance with the accepted quotation, booking confirmation and applicable Terms & Conditions.

Where additional consent is legally required for work to begin during a statutory cancellation period, that consent will be obtained separately through the relevant booking or authorisation process.

Governing Law and Disputes

These Terms & Conditions are governed by the law applicable to the relevant contract and the Customer's statutory rights.

Where the Customer is a consumer, nothing in this section removes any mandatory legal protection or jurisdictional right available to them.

If a dispute arises, the parties should first attempt to resolve it through direct communication. This does not prevent either party from exercising any legal rights or remedies available to them.

Acceptance

The Customer's acceptance of a quotation, confirmation of a booking or authorisation of work records their agreement to the applicable contractual terms, subject to the requirements of applicable law.

Where a signature, tickbox, cancellation request or separate acknowledgement is legally required, BW Tech will obtain and retain the appropriate record.

BW Tech contact details

Website: https://bwtech.uk
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Important notice: This document is a proposed set of business terms, not a legal certification. Before publishing, BW Tech should have the wording reviewed by a UK solicitor experienced in consumer contracts, automotive services and electrical/IT work. The booking process, quotations, cancellation notices and consent records must also match the terms.