

Terms & Conditions for Engine Remapping at JM Performance

This Terms & Conditions of business is issued by JM Performance services, forming a contract between the ("Client") and JM Performance ("Contractor/Supplier"), creating with effect from today (the "Agreement"). Any term not otherwise defined herein shall have the meaning specified in this Agreement.

In the event of any conflict or inconsistency between the terms of this contract and verbal discussion with the client, this Agreement shall govern and take precedence. 'JM Performance' is a trading name of the company directed by Jake Cox who has taken the relevant corporate and commercial liability and protection insurances, respectively.

None of the terms and conditions of contract deride or conflict with UK Consumer Rights Legislation.

The Consumer Rights Act 2015

The Consumer Rights Act 2015 became law on 01 October 2015, replacing three major pieces of consumer legislation – the Sale of Goods Act, Unfair Terms in Consumer Contracts Regulations, and the Supply of Goods and Services Act. It was introduced to simplify, strengthen, and modernise the law, giving clients clearer shopping rights.

Further information on this can be obtained on the Government website: <https://www.gov.uk/consumer-protection-rights>

Scope of Work

JM Performance shall provide the Services and Deliverable(s) requested by the client from the following options; all of which are bound by our 'Customer Care & Commitment' to service quality. We confirm our commitment to ensure all clients are happy with the customer service we provide to them and our specialist technical services for their vehicles. These terms and conditions provide mutual protection for JM Performance and its clients.

Remap Service

The remap settings that we install never change; so, when we complete our servicing of your vehicle it will continue to perform at the capacity it did on arrival or show improvements from our work. Once remapped, we are confident the services provided, based on the optimal remap settings which are the most suitable for your vehicle, should produce noticeable benefits.

Following our work, if an issue arises with your vehicle, it will most likely be due to a mechanical fault, not a fault with the remap itself. Once the mechanical fault is fixed your vehicle should revert to its optimum performance.

For any questions or support please contact us on (+44)7916759927 or for out of hours enquiries, please email us on jmpstuning@gmail.com

Remaps / Responsibility for our tuning

1. *JM Performance is an installer of remaps and takes full liability for accidental damage to your vehicle in the process of tuning your vehicle, based on all other aspects of the vehicle's maintenance being constant. In the highly unlikely event that damage or disturbance is caused to your vehicle's engine by a mistake in the remap software, you will be covered for the repairs to your vehicle providing it meets the following criteria:*
2. *We work alongside external 'remap writers' and the liability for any mistake in the remap software lies with them and not JM Performance.*
3. *We will however initiate and manage contact with third-party remap writers and mediate if necessary, to help you come to a resolution for the repairs from start to finish. We may choose to cover the cost of repairs ourselves and then claim back the costs from the remap writer but this will be done at our discretion and is not guaranteed.*
4. *General faults and damage caused to your vehicle as a result of poor maintenance, weak/faulty parts are not covered by this indemnity. If your vehicle breaks-down after the remap is installed – and as a proven result of this – we and the remap writer will not accept any legal responsibility for this. This would come down to maintenance of the vehicle which the owner is wholly responsible for.*
5. *We do not cover the liability for the following parts: turbos, injectors, clutches, gearboxes, DPF, boost leaks (boost pipes) as these have a serviceable lifetime and the remap places bigger demands on these parts, which may cause issues if they are not in good health. Stage 1+, Stage 2, Stage 3 remaps are beyond the recommended tolerances of your engine and we and the remap writer will not accept any liability for these remaps.*

Mobile service

If we perform a remap on your vehicle as a mobile service and your vehicle later has a fault with it – due to any reason, the vehicle must be brought to our garage for any future investigation or restorative work.

Faulty vehicles

We always offer to take our clients in their vehicle for a test drive following our services – allowing clients to assess the additional performance gained from the remap. If clients want any minor adjustments to be made following this, we will do our best to make alterations where practically possible within a short time frame.

1. *As part of the test drive, we aim to ensure that your car has responded well to the remap service and ensure that the new settings have not caused any faults with your vehicle.*
2. *If, however, you do report any faults with your vehicle after the service has been completed, we ask you contact us straight away. We will give you any advice possible to help you resolve the problem and we may ask you to bring the vehicle back to us for diagnostics or to tweak the remap if we feel this is required.*
3. *We will not travel to your location for this; we require clients to bring the vehicle back to our garages.*
4. *We may ask you to have your vehicle diagnosed by a third-party mechanic to independently verify any issues and if this is the case, these additional fees will not be covered by ourselves.*
5. *If your car is diagnosed as faulty, we can un-install the remap for you, no refunds will be given for this. We can re-install the remap for you once fixed, however we may charge for this depending on how much time is required to re-install the remap. In most cases we are happy to provide this service at no extra charge.*
6. *If you choose to use remapping as an option to try fix an existing issue with your car, we are happy to help with this: for example, if your vehicle is in limp mode and you suspect the EGR valve is at fault, we will perform an EGR delete for you – however if this does not fix the issue we will still charge for our time and the service provided.*

Money-back guarantee (14 days)

For clients who may feel disappointed that the benefits provided are not as expected, we always strive to make all our clients completely happy with the benefits of the remap, which is why we do a test drive together to make sure you are happy with the gains.

If, however, you request a refund we will be happy to 'un-install' the remap for you and once this is done, and we will issue you a refund.

1. *The guarantee does not apply for customers who have a faulty vehicle.*
2. *All refunds are subject to a £100 un-install fee.*
3. *Any refund request after the 14-day point will not be honoured.*
4. *Opting to take this option does not affect your consumer rights.*

Use of photos for advertising and social media

Please note we may take a photo or video of your vehicle and use it in advertising. If you do not want us to do this or are only happy to proceed on the basis that we cover your number plate, please advise us. We will not be responsible for any issues caused by sharing work which we provide to clients, which assists in our marketing and PR activities.

DPF (Diesel Particulate Filter) removal/delete/issues

At the current time of writing, an MOT requires that a visual check of the DPF being present is obligatory. If we arrange for your DPF to be removed physically, the DPF canister will be cut open; the filter physically removed and the DPF canister welded as back up. For your MOT, under the current rules, your vehicle should pass its MOT when your vehicle is serviced in this way.

We offer DPF software removal and may therefore arrange for a qualified mechanic to remove your DPF for you if requested. Please note that it is illegal to use a vehicle on the roads that has had the DPF filter removed, and we will not take any legal liability if you choose to use the vehicle on the road once the DPF software or filter is deleted/removed. If your vehicle fails an MOT due to the DPF software or filter removal, JM Performance will not be responsible for this. Equally we will not cover either you or any future owners of your vehicle for this or for replacement of the DPF.

A 'stage 1' remap should not cause an issue with your DPF filter, however depending on the use of your vehicle and the way it is driven once remapped, there is always a small risk that the DPF soot levels will rise causing issues with your vehicle. We do not accept responsibility for DPF issues caused as a result of a remap. For this reason, we have to recommend a DPF removal before having a remap done, despite our belief that the majority of the time it is unnecessary.

Engine Carbon Cleaning**Liability**

Engine carbon cleaning should not damage your vehicle: it is a safe practice that cleans the engine. However, JM Performance do not accept any liability for your engine malfunctioning or breaking down when or after having the engine carbon cleaned or using our fuel additives.

In unfortunate rare circumstances, if a part of your engine was already weak but still functioning but was then cleaned and failed once unblocked, then we accept no legal responsibility to cover this. If the engine and parts are healthy and not faulty then the clean should only help them work more efficiently and it will not damage them but may highlight other defects.

We do not offer a money back guarantee with carbon cleans since this is not a reversible process. Depending how much carbon is in your engine this will determine how much difference you will feel from the clean.

JM Performance Legal Disclaimers

JM Performance Responsibilities:

1. We do NOT provide a refund where it is found the engine map installed by JM Performance has been altered or tampered with in any form or downloaded by a third party by any means following the installation of the engine map by JM Performance.
2. We do NOT provide a money back guarantee where the sole objective is to increase MPG from a remap, as MPG gains cannot be guaranteed.
3. We do NOT provide a money back guarantee due to reduced fuel economy of your vehicle as it is explained to you both before the remap and at the time of our service that all remaps increase power (regardless of whether it's an economy, blend or power remap) and an engine will NOT produce more power safely without being programmed to use more fuel.

DISCLAIMER – Performance Products and Service

Read carefully before installing any performance product and/or service. This is a high-performance product and service. Use at your own risk. These products and services are for off road use only such as DPF filter removals. Use of any JM Performance product and/or service on public roads and/or used on any emissions-controlled vehicles is prohibited.

DISCLAIMER – Performance Warranty

By installing this Product and/or Service, you understand and agree that as a high-performance product and/or service, individual results may vary depending on make, model, and usage. JM Performance shall in no way be held responsible nor liable for any of the results, claimed or otherwise, that may or may not come from the product or service.

You also agree that the original vehicle manufacturer makes its own determinations regarding the effects of Add-On products and/or service to its warranties, JM Performance shall in no way be held responsible nor liable for anything pertaining to or resulting from the original vehicle manufacturers warranty and/or terms of use.

Customer Responsibilities

The Client Must:

1. Accept all power/torque gains from your ECU remap are approximate, as are the actual figures of your engine's quoted power and torque figures from your car manufacturer.
2. Accept the fuel efficiency of your vehicle after a remap depends on a number of factors including but not limited to: outside temperature; driving style; tyre pressures; and regular and correct service maintenance of your vehicle.
3. Accept JM Performance are not liable for costs associated to fix either determined or pending faults found relating to your vehicle during its diagnostic check either before or after you have your vehicle remapped.
4. Accept it is your responsibility to inform your insurance company of your car's ECU remap.

VEHICLE TUNING DISCLAIMER

At JM PERFORMANCE we carry out thorough vehicle health check before any remap or software work is undertaken. We reserve the right to refuse to remap any vehicle if we believe it is not to a satisfactory standard or shows signs of neglect and lack of servicing.

NO WARRANTY IS GIVEN OR IMPLIED TO ANY COMPONENTS ON YOUR VEHICLE BEFORE OR AFTER THE REMAP OR SOFTWARE IS APPLIED - REFUNDS ARE NOT ACCEPTED.

JM PERFORMANCE does not accept liability for any mechanical or electrical failure or part failure before or after the performance software (Remap) has been installed. Therefore, we will not be held liable for any emission control bypass software running and in use on the public highway, these vehicles must continue to comply to euro emissions standards, JM custom calibration software remains the intellectual property of our company. Sharing, copying or modifying is **STRICTLY PROHIBITED**.

Should you require the vehicle returning back to standard, and the remap removed; there will be no refund given for the remap and a service charge of £100 will be incurred to cover time and expenses.

By signing this document or using our services, you agree to this disclaimer and to our terms and conditions.

Customer Name	
Date	
Address	
Email	
Contact number	
Vehicle registration number	

Signed: _____

Date: _____