

## Appendix 06b: Dealer Agreement (independent bodyshop)

This SLA template carries the form of words prescribed by **Kia Motors (UK) Limited** that the Kia Approved Bodyshop [KAB] must enter into with its nominating KIA dealer. In every case, **Kia Motors (UK) Limited** will issue the SLA centrally.

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### Dealer SLA wording:

#### 1. Duration

- 1.1 This agreement shall come into effect from the Commencement Date without limitation of time.

#### 2. Termination

- 2.1 Either party may terminate this agreement voluntarily at any time by giving the other party 30 days' notice in writing.
- 2.2 Either party may terminate this agreement in the event of the other party being in breach of the agreement by giving the other party 30 days' notice in writing.
- 2.3 This agreement will immediately terminate in the event of Kia Motors (UK) Limited rescinding the dealer's franchise agreement for any reason, or either party changing ownership or going into receivership.
- 2.4 Termination of this agreement, for whatever reason, does not release either party from their obligations in respect of warranty, pursuant to Section 8 of this agreement, clauses 8.1 to 8.3.

*Subject to the terms of this agreement and the standards being met in full by the KAB, the dealer agrees to: -*

#### 3. Appointment

- 3.1 Deal at first hand with all Kia customer transactions relating to paint and body repairs and not to refer customers directly to the KAB.
- 3.2 Refer Kia warranty paint and body work and non-warranty paint and body repairs to the KAB.
- 3.3 Provide the KAB with access to all relevant hard copy or electronically transmitted technical information produced by Kia Motors (UK) Limited, when required to carry out repairs.
- 3.4 Allow vehicles undergoing accident repair at the KAB to be processed when necessary using the Kia Diagnostic System (KDS) at the dealer's premises, utilising dealer Kia trained technicians; and also make available to the KAB all Kia special tools considered necessary to undertake the repair on a free-on-loan basis. [The dealer may expect to recover the full cost price of any special tool not returned promptly after the repair is completed, or returned in an unsatisfactory condition].
- 3.5 Provide access to any relevant product training offered by Kia Motors (UK) Limited.
- 3.6 Enter into a separate agreement with the KAB over the commercial terms relating to labour rates, parts discounts, invoicing, payment arrangements etc.
- 3.7 Take responsibility for ensuring that all paint and body repairs carried out by the KAB are completed to the manufacturer's finish standard and the vehicle is clean inside and out before handing back to the customer.
- 3.8 Pay all charges owing to the KAB in accordance with the terms agreed in 3.6. on receipt of a correctly prepared invoice.

*Subject to the terms of this agreement being met in full by the dealer, the KAB agrees to: -*

#### 4. KAB standards

- 4.1 Maintain a level of tooling, technical competence and legislative compliance at least equivalent to the Kia Approved Bodyshop standards.
- 4.2 Promptly implement any reasonable changes made to the Kia Approved Bodyshop standards.
- 4.3 Carry out paint and body repairs in accordance with the procedures detailed on KMUK's Global Service Way or via Thatcham escribe.

#### 5. Response times

- 5.1 Ensure any request from the dealer for a body or paint work estimate receives prompt attention.
- 5.2 Undertake warranty paint repairs promptly after receiving authority from the dealer.
- 5.3 Commence non-warranty related body and paint repairs promptly after receiving authority from the dealer or the customer's insurance company representative.
- 5.4 Arrange for the transfer of vehicles between dealer, customer and KAB premises in line with customer requirements.
- 5.5 Settle all inherited charges without delay in order to precipitate a timely release of a vehicle from storage.
- 5.6 Be available to communicate with dealer staff during the hours of 08:30 to 17:30 Monday to Friday and 09:00 to 12:00 on Saturdays.

#### 6. Repair times

- 6.1 Comply with Kia warranty paint times, as advised by the dealer.
- 6.2 Calculate estimated completion times on the basis of 5 working hours per day.
- 6.3 Provide the dealer with an estimated completion date at the commencement of repairs.
- 6.4 Advise dealer staff immediately if a change to the estimated completion date is anticipated.

#### 7. Invoicing

- 7.1 Invoice the dealer for all warranty paint repairs.
- 7.2 Invoice the dealer for all body or paint repairs funded by the dealer's customer.
- 7.3 Invoice the customer's insurance company for any insurance related body and paint repairs. [The dealer will invoice their customer direct for VAT (VAT registered customers only) and excess charges]
- 7.4 Invoice the customer's insurance company, or the dealer in the case of repairs funded by the dealer's customer, for all inherited charges settled pursuant to clause 5.5.

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- 7.5 Submit a correctly prepared invoice to the dealer within an agreed time period after repairs are completed, pursuant to clause 3.6.

### **8. Warranty**

- 8.1 Provide a minimum 5 years workmanship warranty, subject to repairs being completed in accordance with agreed methods.
- 8.2 Underwrite the remaining period of the vehicle manufacturer's paintwork or anti-perforation warranty, on the repaired areas of the vehicle, subject to repairs being completed in accordance with agreed methods.
- 8.3 Guarantee all parts supplied for the duration and terms of the manufacturer's warranty.

### **9. Insurance**

- 9.1 Maintain appropriate levels of motor, employee and public liability insurance and provide the dealer with evidence of cover on request.

### **10. Confidentiality**

- 10.1 Treat as strictly confidential the content of any Kia information provided by the dealer.
- 10.2 Manage all customer information in accordance with the requirements of the Data Protection Act 1998.
- 10.3 Refrain from promoting Kia Approved Bodyshop status unless expressly authorised in writing by Kia Motors (UK) Limited.

### **11. Dispute management**

- 11.1 Agree to refer unresolved disputes to an independent arbitrator.

### **12. Audit**

- 12.1 Allow the dealer, Kia Motors (UK) Limited or their appointed representatives to enter the business premises for the purposes of auditing Kia Approved Bodyshop standards, subject to 7 days' notice being given for a full formal audit. KMUK reserves the right to make unannounced visits to validate compliance elements.
- 12.2 Provide the dealer, Kia Motors (UK) Limited or their appointed representatives with every assistance reasonably required to complete the audit.

### **13. Governing Law**

- 13.1 This Agreement will be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby submit irrevocably to the exclusive jurisdiction of the English Courts.

**Ends.**