

APPROVED BODYSHOP STANDARDS 2020

The Power to Surprise

SUPPORTING APPENDICES

Notes:

These Appendices have been written to provide the bodyshop with additional detail in support opposite some of the **Kia Approved Bodyshop Standards**.

We have also included certain documentation that will assist you in attaining those Standards; and in some instances, that documentation is available upon request in either PDFs for re-printing or as a MS Excel/Word document to allow data or information capture.

If you require any further guidance or assistance, please email us on kia@fusion-ms.co.uk.

App #	Stds. Ref#	Description
01a	1.05	Vehicle Check-in Form
		available as separate PDF for re-printing
01b	1.05	Vehicle Handover Form
		available as separate PDF for re-printing
02	1.06	Customer Complaint Form
		available as a separate PDF for re-printing
03	1.06	Rectification Log
		available as a separate PDF for re-printing
04	2.09	VOC Summary
		available as a separate MS Excel doc for data entry
05a	5.01	Subcontractor SLA (generic)
		available as separate MS Word doc for completion/amendment
05b	5.01	Subcontractor SLA (body alignment)
		available as separate MS Word doc for completion/amendment
05c	5.01	Subcontractor SLAs (four wheel alignment)
		available as separate MS Word doc for completion/amendment
06a	5.02	Dealer Letter of Commitment (Kia dealer bodyshop)
		available as a separate MS Word doc for reference only
06b	5.02	Dealer SLA (independent bodyshop)
		available as a separate MS Word doc for reference only
07	6.03	Tools
		available as a separate PDF for re-printing
08a	6.05	General Workshop Equipment
		available as a separate PDF for re-printing
08b	6.05	Torque Settings
		available as a separate PDF for re-printing
09	7.01	Quality Control Sheet
	I	available as a separate PDF for re-printing
10	7.02	Final Inspection Checklist
		available as a separate PDF for re-printing

Appendix 01a: Vehicle Check-in Form



VEHICLE CHECK-IN FORM

Customer Name:				Date: .		Time: .		
Job No:	Reg. No:		Make: .		Model:			
VIN:			c	olour:		Mileage:		
Mobile / Immobile	Drive	n / Recovere	ed R	ecovery Ag	jent:			
Fuel Level: 1	2 3	4 5	6 7	8 9	Oil Leve	el: Correct	/ Low / Belo	w Min.
Empi	ty	Half-tanl	<	Full	Coolant	Level: Correct	/ Low / Belo	w Min.
Tyre Condition:	NSF	OSF	N	SR	OSR	Sp	are	
Engine Warning Ligh	ts Illuminate	ed? Y	ES/NO	Air Bag	Warning Lig	ght Illuminated?	YES	S / NO
Interior Content	s: (incl. glove	box, door poo	ckets etc.)	В	oot Content	s:		
1 2				1				
3				3				
4				4				
Any possible/probable mech	anical damage to	o engine or trans	mission?					
Hub Caps	YES	NO	Tool Kit	YES	NO	Alarm Fitted/Working	YES	NO
Spare Whee	YES	NO	Non-Std Lights	YES	NO	Portable Sat Nav	YES	NO
Tyre Inflator & Repair Kit		NO	Floor Mats	YES	NO	ICE Fitted/Working	YES	NO
Radio/CD First Aid Kit		NO NO	Wheel Lock Nut Aerial	YES YES	NO NO	Speakers Radio Code	YES YES	NO NO
Weather conditions at	time of iner	ection?	VA.	let / Dry / Bri	ght Sunlight	-		•
Vehicle condition at ti				-	lean / Averag	e / Dirty		
			E.	xterior: C	lean / Averag	e / Dirty		
DAMAGE CODES:								
ACC = Accident Damag R = Rust, S = Scratch,	-		-	Insecure,	PPR = Poor F	Previous Repair		
VE	HICLE EXTE	RIOR			VEHIC	CLE INTERIOR		
	°							
							411	
	8		4					
Remarks:								
Signed (Repairer):				Sianed (Cus	tomer):			

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Appendix 01b: Vehicle Handover Form



VEHICLE HANDOVER FORM

The Power to Surprise

No:	Reg. No:	Make:		. Model:	
	PLEASE TICK THE BOXI	ES BELOW	AS APPROPR	IATE	
Is the Fuel level th	ne same as when you left the vehicle with us?		YES	NO	1
Vhere relevant					_
			YES	NO	Not Applicable
lave any Interior	Contents left with us been returned complete	to you?			
lave any Boot Co	ontents left with us been returned complete to	you?			
re all the followin	ng items present/working/in the same conditio	n as they w	ere when you le	eft the vehicle	e with us?
			YES	NO	Not Applicable
	Hub Caps?				
	Spare Wheel?				
	Tyre Inflator & Repair Kit?				
	Sound System/Portable Sat Nav?				
	Aerial?				
	First Aid Kit?				
	Tool Kit/Wheel Lock Nut?				
	Floor Mats?				
	Alarm System?				
	Keys?				
	Dashboard Warning Lights?				
Has the v	ehicle been cleaned to your satisfaction?				1
					٦ -
Have you receive	ed your Repair Certificate? (if applicable)				<u> </u>
Comments?					

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Appendix 02: Customer Complaint Form



CUSTOMER COMPLAINT FORM

The Power to Surprise

Date of Complaint:	Complaint Ref:	
Customer Name:		
Customer Address:		
Post Code:	Email:	
Home Tel:	Mobile Tel:	
Vehicle Make/Model:	Registration Number:	
Invoice Number:	Work Provider:	
Date On-Site:	Date Left Site:	
Mileage When Left Site:	Mileage Now:	
Original Repair Details (in brief):		
Nature of Complaint:		
	Complaint Justified / Complain	t Not Justified
Corrective Action Taken:		
Action Taken By:	Date:	
Preventative Action Taken:	•	
Action Taken By:	Date:	
Management Review Da	ate:	

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Appendix 03: Rectification Log



RECTIFICATION LOG

Date	Job Number	Vehicle Registration	Rectification Issue	Paint Brand (if paint related)	Technician	Date Resolved

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Appendix 04: VOC Summary



ANNUAL VOC SUMMARY

Year

2020

Supplier / Paint Brand	January	February	March	April	May	June	
заррнет / г ант Бгана	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00		0.00			25574.55 557	
		0.00		0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	
Total (Kg)	0.00	0.00	0.00	0.00	0.00	0.00	
less Returned as waste (Kg)	0.00	0.00	0.00	0.00	0.00	0.00	
Net Total (Kg)	0.00	0.00	0.00	0.00	0.00	0.00	
Supplier / Paint Brand	July	August	September	October	November	December	
	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00 0.00		-	0.00	0.00 0.00		
		0.00	0.00			0.00	
	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00	
	0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00 0.00	Total
Total (Kg)	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00 0.00	
Total (Kg) less Returned as waste (Kg)	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	Total 0.0 0.0

Please Note:

Clean thinners 0.85 kg of VOC per litre which equates to 21.25 kg of VOC per 25 litres Waste thinners 0.68 kg of VOC per litre which equates to 17 kg of VOC per 25 litres

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Appendix 05a: Subcontractor SLA (**Generic** version)

This draft SLA carries a form of words that both the Kia Approved Bodyshop and the selected subcontractor may wish to use as a template, and is available in a MS Word document upon request. In respect of compliance against the prevailing Kia Approved Bodyshop Standards, both parties must ensure that clauses 1.1, 1.2, 1.3 & 4.1 are adopted in some form in the final agreement so as not to detract from the intended purpose as laid down in this template.

Neither **Kia Motors (UK) Limited** nor **Fusion Management Support Limited** accept any liability or responsibility for the wording contained in this template should any party elect to rely upon it. It is the responsibility of all parties to seek appropriate legal advice before adopting this template, or a variation of the same, as a document intended to be legally binding.

Subcontractor SLA wording:

The following outline agreement is made between the above companies:

1. Subject matter:

- 1.1 The contractor carries out the work for the client on vehicles according to the requirements of the client. All work carried out on behalf of the client must be executed with reasonable care & skill and be to the required quality standards applied through the appropriate equipment and be in accordance with the manufacturer's current guidelines, technical procedures & specifications.
- 1.2 To ensure that the manufacturer's current guidelines, technical procedures & specifications are being adopted by the contractor the client must ensure that the contractor is regularly provided with the relevant and appropriate technical & procedural information.
- 1.3 The contractor must ensure, at all times that any employee carrying out work on behalf of the client carries a current industry recognised competency accreditation.

2. Processing of client orders and obligations:

- 2.1 The client will provide the contractor with a detailed work order setting out what work requires actioning.
- 2.2 On the contractor's agreement to carry out the work order, the contractor commits to prioritising and completing the work within the agreed time schedule.
- 2.3 The contractor may not assign charge or otherwise deal with this Agreement in any way without the consent of the client.
- 2.4 The contractor may not delegate any duties or obligation arising under the Agreement otherwise than may be expressly permitted under its terms.
- 2.5 The contractor may not describe itself as an agent or representative of the client except as expressly authorised by the Agreement

3. The invoice:

- 3.1 The contractor commits to invoice the client the appropriate labour charge for the work carried out, based on the manufacturer's set out labour time schedule for that specific task.
- 3.2 Charges determined in 3.1, form part of this agreement and can only be altered after prior agreement.
- 3.3 The contractor agrees to provide the client with a discount rate of <enter discount rate>% dependent on throughput volumes.
- 3.4 All invoices must clearly show the gross, net and VAT amounts, and carry the relevant job/estimate number.

4. Liabilities:

4.1 - Whilst the client's vehicles are in the possession of the contractor, the contractor is required to provide evidence of their insurance policy, showing that the vehicle & its contents are insured against loss or damage, along with evidence to support that any equipment used has been maintained in line with the manufacturer specifications, and in any event at least annually, and carries a current calibration certificate where required under the Kia Approved Bodyshop Standards.

5. Agreement terms:

- 5.1 This agreement comes into force on <enter date> for an indefinite period. It can be terminated by either party with three months written notice
- 5.2 Termination can however be immediate, should either party significantly violate their obligations, despite written warnings or when the clients contract with their manufacturer ends or through the contactor losing their licence to trade.

6. Whole agreement:

6.1 - The Parties acknowledge that this Agreement contains the whole agreement between the parties and it has not relied upon any oral or written representations made to it by the principal or its employees or agents and have made its own independent investigations into all matters relevant to the Business.

7. Supersedes prior agreements:

7.1 - This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

8. Change of address:

8.1 - Each of the parties shall give notice to the other of any change or acquisition of any address or telephone, email or similar number as soon as practicable and in any event within 48 hours of such change or acquisition.

9. Notices:

9.1 - Any notice to be served on either of the parties by the other shall be set by prepaid recorded delivery or registered post or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by electronic mail to the correct electronic mail address.

10. Headings:

10.1 - Headings contained in this Agreement are for reference purposes only and shall not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

11. Joint and several:

11.1 - All agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties.

12. No partnership:

12.1 - The parties are not partners or joint ventures nor is the contractor able to act as agent of the principal save as authorised by this Agreement.

13. The Client's right to assign:

13.1 - This Agreement and all rights under it may be assigned or transferred by the client.

14. Proper law and jurisdiction:

- 14.1 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.
- 14.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England and Wales
- 14.3 The submission by the parties to such jurisdiction shall not limit the right of The Client to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.
- 14.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service by served on any party in accordance with clause 9.11.

15. Survival of terms:

15.1 - No term shall survive expiry or termination of this Agreement unless expressly provided.

16. Waiver:

16.1 - The failure by The Client to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms and conditions of this Agreement.

17. Third Party Rights:

17.1 - The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

Ends.

Appendix 05b: Subcontractor SLA (Body Alignment version)

This draft SLA carries a form of words that both the Kia Approved Bodyshop and the selected subcontractor may wish to use as a template, and is available in a MS Word document upon request. In respect of compliance against the prevailing Kia Approved Bodyshop Standards, both parties must ensure that clauses 1.1, 1.2, 1.3 & 4.1 are adopted in some form in the final agreement so as not to detract from the intended purpose as laid down in this template.

Neither **Kia Motors (UK) Limited** nor **Fusion Management Support Limited** accept any liability or responsibility for the wording contained in this template should any party elect to rely upon it. It is the responsibility of all parties to seek appropriate legal advice before adopting this template, or a variation of the same, as a document intended to be legally binding.

Subcontractor SLA wording:

CLIENT	CONTRACTO	DR
Company	Company	
Address	Address	
Town	Town	
Post Code	Post Code	
Tel	Tel	
Email	Email	

The following outline agreement is made between the above companies:

1. Subject matter:

- 1.1 The contractor carries out the work for the client on vehicles according to the requirements of the client. All work carried out on behalf of the client must be executed with reasonable care & skill and be to the required quality standards applied through the appropriate equipment as detailed under the prevailing Kia Approved Bodyshop Standards and be in accordance with the manufacturer's current guidelines, technical procedures & specifications.
- 1.2 To ensure that the manufacturer's current guidelines, technical procedures & specifications are being adopted by the contractor the client must ensure that the contractor is regularly provided with the relevant and appropriate technical & procedural information.
- 1.3 The contractor must ensure, that all work is completed by competent, trained and professionally accredited technicians, copies of current competency to be provided which must be valid and have been completed in the last three years.

2. Processing of client orders and obligations:

- 2.1 The client will provide the contractor with a detailed work order setting out what work requires actioning.
- 2.2 On the contractor's agreement to carry out the work order, the contractor commits to prioritising and completing the work within the agreed time schedule.
- 2.3 The contractor may not assign charge or otherwise deal with this Agreement in any way without the consent of the client.
- 2.4 The contractor may not delegate any duties or obligation arising under the Agreement otherwise than may be expressly permitted under its terms
- 2.5 The contractor may not describe itself as an agent or representative of the client except as expressly authorised by the Agreement

3. The invoice:

- 3.1 The contractor commits to invoice the client the appropriate labour charge for the work carried out, based on the agreed labour time schedule for that specific task.
- 3.2 Charges determined in 3.1, form part of this agreement and can only be altered after prior agreement.
- 3.3 The contractor agrees to provide the client with a discount rate of <enter discount rate>% dependent on throughput volumes.
- 3.4 All invoices must clearly show the gross, net and VAT amounts, and carry the relevant job/estimate number. vehicle registration number and the vehicle mileage when it arrived and left the contractors premises and any equipment print outs relating to the vehicle must be attached to the invoice.

4. Liabilities:

4.1 - Whilst the client's vehicles are in the possession of the contractor, the contractor is required to provide evidence of their public liability and employees liability insurance policies, showing that the vehicle & its contents are insured against loss or damage, along with evidence to support that any equipment used has been maintained in line with the manufacturer specifications, and in any event at least annually, and carries a current calibration certificate where required under the Kia Approved Bodyshop Standards.

5. Agreement terms:

5.1 - This agreement comes into force on <enter date> for an indefinite period. It can be terminated by either party with three months written notice.

5.2 - Termination can however be immediate, should either party significantly violate their obligations, despite written warnings or when the clients contract with their manufacturer ends or through the contactor losing their licence to trade.

6. Whole agreement:

6.1 - The Parties acknowledge that this Agreement contains the whole agreement between the parties and it has not relied upon any oral or written representations made to it by the principal or its employees or agents and have made its own independent investigations into all matters relevant to the Business.

7. Supersedes prior agreements:

7.1 - This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

8. Change of address:

8.1 - Each of the parties shall give notice to the other of any change or acquisition of any address or telephone, email or similar number as soon as practicable and in any event within 48 hours of such change or acquisition.

9. Notices:

9.1 - Any notice to be served on either of the parties by the other shall be set by prepaid recorded delivery or registered post or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by electronic mail to the correct electronic mail address.

10. Headings:

10.1 - Headings contained in this Agreement are for reference purposes only and shall not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

11. Joint and several:

11.1 - All agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties.

12. No partnership:

12.1 - The parties are not partners or joint ventures nor is the contractor able to act as agent of the principal save as authorised by this Agreement.

13. The Client's right to assign:

13.1 - This Agreement and all rights under it may be assigned or transferred by the client.

14. Proper law and jurisdiction:

- 14.1 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.
- 14.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England and Wales
- 14.3 The submission by the parties to such jurisdiction shall not limit the right of The Client to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.
- 14.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service by served on any party in accordance with clause 9.11.

15. Survival of terms:

15.5 - No term shall survive expiry or termination of this Agreement unless expressly provided.

16. Waiver:

16.1 - The failure by The Client to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms and conditions of this Agreement.

17. Third Party Rights:

17.1 - The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

(Date)	(Signature of Contractor)	(Signature of client)
	 (Name of Contractor)	(Name of Client)

Appendix 05c: Subcontractor SLA (Four Wheel Alignment version)

This draft SLA carries a form of words that both the Kia Approved Bodyshop and the selected subcontractor may wish to use as a template, and is available in a MS Word document upon request. In respect of compliance against the prevailing Kia Approved Bodyshop Standards, both parties must ensure that clauses 1.1, 1.2, 1.3 & 4.1 are adopted in some form in the final agreement so as not to detract from the intended purpose as laid down in this template.

Neither **Kia Motors (UK) Limited** nor **Fusion Management Support Limited** accept any liability or responsibility for the wording contained in this template should any party elect to rely upon it. It is the responsibility of all parties to seek appropriate legal advice before adopting this template, or a variation of the same, as a document intended to be legally binding.

Subcontractor SLA wording:

CLIENT	CONTRACTO	DR
Company	Company	
Address	Address	
Town	Town	
Post Code	Post Code	
Tel	Tel	
Email	Email	

The following outline agreement is made between the above companies:

1. Subject matter:

- 1.1 The contractor carries out the work for the client on vehicles according to the requirements of the client. All work carried out on behalf of the client must be executed with reasonable care & skill and be to the required quality standards applied through the appropriate equipment as detailed under the prevailing Kia Approved Bodyshop Standards and be in accordance with the manufacturer's current guidelines, technical procedures & specifications.
- 1.2 To ensure that the manufacturer's current guidelines, technical procedures & specifications are being adopted by the contractor the client must ensure that the contractor is regularly provided with the relevant and appropriate technical & procedural information.
- 1.3 The contractor must ensure, that all work is completed by competent, trained and professionally accredited technicians, copies of current competency to be provided which must be valid and have been completed in the last three years.

2. Processing of client orders and obligations:

- 2.1 The client will provide the contractor with a detailed work order setting out what work requires actioning.
- 2.2 On the contractor's agreement to carry out the work order, the contractor commits to prioritising and completing the work within the agreed time schedule.
- 2.3 The contractor may not assign charge or otherwise deal with this Agreement in any way without the consent of the client.
- 2.4 The contractor may not delegate any duties or obligation arising under the Agreement otherwise than may be expressly permitted under its terms.
- 2.5 The contractor may not describe itself as an agent or representative of the client except as expressly authorised by the Agreement

3. The invoice:

- 3.1 The contractor commits to invoice the client the appropriate labour charge for the work carried out, based on the agreed labour time schedule for that specific task.
- 3.2 Charges determined in 3.1, form part of this agreement and can only be altered after prior agreement.
- 3.3 The contractor agrees to provide the client with a discount rate of <enter discount rate>% dependent on throughput volumes.
- 3.4 All invoices must clearly show the gross, net and VAT amounts, and carry the relevant job/estimate number/vehicle registration number and the vehicle mileage when it arrived and left the contractors premises and any equipment print outs relating to the vehicle must be attached to the invoice.

4. Liabilities

4.1 - Whilst the client's vehicles are in the possession of the contractor, the contractor is required to provide evidence of their public liability and employers liability insurance policies, showing that the vehicle & its contents are insured against loss or damage, along with evidence to support that any equipment used has been maintained in line with the manufacturer specifications, and in any event at least annually, and carries a current calibration certificate where required under the Kia Approved Bodyshop Standards.

5. Agreement terms:

5.1 - This agreement comes into force on <enter date> for an indefinite period. It can be terminated by either party with three months written notice.

5.2 - Termination can however be immediate, should either party significantly violate their obligations, despite written warnings or when the clients contract with their manufacturer ends or through the contactor losing their licence to trade.

6. Whole agreement:

6.1 - The Parties acknowledge that this Agreement contains the whole agreement between the parties and it has not relied upon any oral or written representations made to it by the principal or its employees or agents and have made its own independent investigations into all matters relevant to the Business.

7. Supersedes prior agreements:

7.1 - This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

8. Change of address:

8.1 - Each of the parties shall give notice to the other of any change or acquisition of any address or telephone, email or similar number as soon as practicable and in any event within 48 hours of such change or acquisition.

9. Notices:

9.1 - Any notice to be served on either of the parties by the other shall be set by prepaid recorded delivery or registered post or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by electronic mail to the correct electronic mail address.

10. Headings:

10.1 - Headings contained in this Agreement are for reference purposes only and shall not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

11. Joint and several:

11.1 - All agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties.

12. No partnership:

12.1 - The parties are not partners or joint ventures nor is the contractor able to act as agent of the principal save as authorised by this Agreement.

13. The Client's right to assign:

13.1 - This Agreement and all rights under it may be assigned or transferred by the client.

14. Proper law and jurisdiction:

- 14.1 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.
- 14.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England and Wales
- 14.3 The submission by the parties to such jurisdiction shall not limit the right of The Client to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.
- 14.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service by served on any party in accordance with clause 9.11.

15. Survival of terms:

15.1 - No term shall survive expiry or termination of this Agreement unless expressly provided.

16. Waiver:

16.1 - The failure by The Client to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms and conditions of this Agreement.

17. Third Party Rights:

17.1 - The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

(Date)	(Signature of Contractor)	(Signature of client)
	(Name of Contractor)	(Name of Client)

Appendix 06a: Dealer Letter (Kia dealer bodyshop)

This 'Letter of Commitment' template carries the form of words prescribed by **Kia Motors (UK) Limited** that the nominating KIA dealer must commit to on behalf of itself and its Kia Approved Bodyshop [KAB].

In every case, Kia Motors (UK) Limited will issue the Letter centrally.

Dealer Letter wording:	
Dealer Principal <kiadealername> (<kiadealernumber>) <address1> <address2> <city> <county> <postcode></postcode></county></city></address2></address1></kiadealernumber></kiadealername>	
<date></date>	
Dear Sir/Madam	
Kia Approved Bodyshop Programme	
Your nominated Bodyshop, <bodyshopname>, <bodyshopaddress> standard required for Kia Approved Bodyshop status and is now approved.</bodyshopaddress></bodyshopname>	
To finalise your association with this bodyshop, please sign two copies Account Manager - Fleet & Insurance) at the above address or by er letter for your records. Once our copy is received you will have a formal	mail to clonergan@kia.co.uk and retain one copy of this
Yours faithfully	
Kevin Todd	
General Manager – Service & Quality	
I hereby agree for Kia Motors (UK) Limited to list our bodyshop, local Bodyshop. I will ensure that the required standards for the bodyshop co	ated at the address detailed above, as a Kia Approved ontinue to be met and service levels delivered.
Signature	Date
Print name	Position
Ends.	

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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.

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.
- 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.
- 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.

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)

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.

Appendix 07: Kia Tool List



6.03.01	Air Saw
6.03.02	Rotary Cutter
6.03.03	Hand Saw
6.03.04	Tin Snips
6.03.05	Air Drill
6.03.06	Spot Cutter
6.03.07	Vice Grips
6.03.08	Flanging Tool
6.03.09	Disk Grinder
6.03.10	Disk Sander
6.03.11	Belt Sander
6.03.12	Small-sized Grinder
6.03.13	Random Orbital Sander
6.03.14	Orbital Sander
6.03.15	Orbital Sander Long
6.03.16	Body Files
6.03.17	Hand Files
	Body Hammers & Dollies
	Centre Punch
6.03.20	Steel Chisels
6.03.21	Club Hammer
6.03.22	Cross Pein Hammer
6.03.23	Spoons
6.03.24	Wire Brushes

6.03.25	Glass removal/Refit Equipment		
6.03.26	Spray Guns		
	All spray guns must be of the type HVLP (High		
	Volume Low Pressure) or LVLP (Low Volume		
	Low Pressure).		
6.03.27	Plastics Repair Kit		
	Plastic repair equipment, associated		
	accessories & materials for effective plastic		
	repairs to be carried out on-site, incl. 2 pack		
	systems, plastic welding and staple gun.		
6.03.28	Sealant Gun		
6.03.29	Cavity Wax Injection Gun		
	A range of anti-corrosion materials and		
	applicators to be available on-site.		
6.03.30	Combination Spanner set		
6.03.31	Socket Set		
	Can be Technicians' own tools but should be		
	included in maintenance list.		
6.03.32	Screwdriver set		
	Can be Technicians' own tools but should be		
	included in maintenance list.		
6.03.33	Torx Set		
	Can be Technicians' own tools but should be		
	included in maintenance list.		

Appendix 08a: General Workshop Equipment



The Power to Surprise

	The Power to Surprise
6.05.01	Pulling arm
	Pulling arm to have a minimum capacity of 10 tonne.
6.05.02	Hydraulic ram
	Hydraulic ram to have a minimum capacity of 4 tonne.
6.05.03	Panel stands Charle Paristant Plankets
6.05.04	Spark Resistant Blankets At least 2 weld resistant blankets should be readily available on site to protect the exterior and interior of the vehicle during
	, , , , , , , , , , , , , , , , , , , ,
	the welding process. Welding Screens
6.05.05	
C 05 0C	At least 1 weld screen should be available on site to protect other vehicles and equipment during the welding process. Water / Steam pressure cleaner
6.05.06 6.05.07	Hydraulic press
6.05.07	Hydraulic press to have a minimum capacity of 10 tonne, and secured to the floor.
6.05.08	Engine hoist
0.03.08	An engine hoist capable of removing all engines / suspension units from the Kia range – minimum capacity 0.5 tonne
6.05.09	Weld fume extraction system
0.03.03	Centralised, mobile units or welding helmets incorporating appropriate extraction capability readily available and in good
	working order.
6.05.10	Dust extraction system
	Centralised or mobile dust extraction units available on site with appropriate extraction capability.
6.05.11	Industrial vacuum cleaner
	Vacuum cleaner should also have wet facility.
6.05.12	Air compressor with oil and water separator
6.05.13	2 post OR 4 post vehicle hoist
	Ramps must have a minimum safe working load of 3 tonnes
	For additional guidance please see:-
	http://www.hseni.gov.uk/hsg261_health_and_safety_in_motor_vehicle_repair_and_associated_industries.pdf page 44,
	http://www.hse.gov.uk/foi/internalops/sims/manuf/3_10_02.htm
6.05.14	Fuel retriever unit for petrol and diesel, for removal and temporary storage of fuel.
	If one unit is used for both fuels, then deaning procedure available.
6.05.15	Headlamp alignment equipment
	Headlamp equipment must be capable of aligning all headlamps in the Kia range. The floor area should be level.
6.05.16	Brake Pressure Bleeding Equipment, either electric or vacuum unit
6.05.17	Trolley jacks
6.05.40	Trolley jacks to have a minimum capacity of 3 tonne. Axle stands
6.05.18	Minimum number of 4 axle stands available, capable of minimum capacity of 3 tonne.
6.05.19	Dent Reduction System
6.05.19	Induction Heater
0.03.20	Preferred to oxy-acetylene welding plant as less risk in the workshop and more controlled when in use and therefore less
	associated damage incurred.
6.05.21	Torque Wrenches
0.05.22	Torque wrenches particularly important in the 'Pedestrian Protection Zones' and to cover a minimum range of 3 - 200 Nm for
	Kia vehicles
6.05.22	Infra Red Drying
	Infra-Red Dryer should have a minimum specification of 3000 Watts
6.05.23	Paint Thickness Gauge
6.05.24	Hybrid & Electric Vehicle charging capability
	All Kia Approved Bodyshops must provide the facility to charge Kia vehicles. For those who wish to install a charging unit the
	specification is as follows:
	EV Charger (for Soul EV, Niro PHEV & Optima PHEV):
	All Kia Approved Bodyshops must provide a minimum of one 'Type 2' Fast Charger at an agreed location in close proximity to the Reception area, as well as being accessible by workshop staff.
	The minimum specification is a Mode 3 7kW AC 30 amp Fast Charger suitable for use with 16A/20A rated Mode 3 charging
	cables and fitted with 2 charging sockets. To facilitate multiple vehicle connector types the unit must be non-tethered
	(sockets only with no permanent cables).
	The charging unit must be either Kia branded or neutrally branded. Branding of any other motor manufacturer is not
	acceptable. The charger must be maintained in good operational condition, and any faults must be rectified as quickly as
	possible.
	The Soul EV only is additionally capable of taking a Rapid Charge from charging points (CHAdeMO Type) often found at
	Motorway Services.
6.05.35	Hybrid & Electric Vehide Service Safety Tool Kit
6.05.25	Hybrid and Electric Vehicle Service Safety Tool Kit to include a minimum - insulating gloves, leather over gloves, cotton under
	gloves, face shield and protective bag, insulating over shoes, insulating blanket and clamps, voltage detector, insulating tools,
	toolbox and safety padlock, warning signage and cones.
6.05.26	Advanced Driver Assistance Systems (ADAS) recalibration/re-set equipment
0.03.20	If the repair centre utilises its own equipment, it must ensure it meets the specification as laid down in Standard 3.23 and the
	associated Guidance Note.

Appendix 08b: Torque Settings (Tightening Torque Table of Standard Parts)



Bolt diameter (mm)	Ditale (mana)	Torque Nm (kg.cm, lb.ft)		
Bolt diameter (mm) Pitch (mm)		Head Mark 4	Head Mark 7	
		(4)()))))))	7	
M5	0.8	3 ~ 4 (30 ~ 40, 2.2 ~ 2.9)	5 ~ 6 (50 ~ 60, 3.6 ~ 4.3)	
M6	1.0	5 ~ 6 (50 ~ 50, 3.6 ~ 4.3)	9 ~ 11 (90 ~ 110, 6.5 ~ 8.0)	
M8	1.25	12 ~ 15 (120 ~ 150, 9 ~ 11)	20 ~ 25 (200 ~ 250, 14.5 ~ 18.0)	
M10	1.25	25 ~ 30 (250 ~ 300, 18 ~ 22)	30 ~ 50 (300 ~ 500, 22 ~ 36)	
M12	1.25	35 ~ 45 (350 ~ 450, 25 ~ 33)	60 ~ 80 (600 ~ 800, 43 ~ 58)	
M14	1.5	75 ~ 85 (750 ~ 850, 54 ~ 61)	120 ~ 140 (1,200 ~ 1,400, 85 ~ 100)	
M16	1.5	110 ~ 130 (1,100 ~ 1,300, 80 ~ 94)	180 ~ 210 (1,800 ~ 2,100, 130 ~ 150)	
M18	1.5	160 ~ 180 (1,600 ~ 1,800, 116 ~ 130)	260 ~ 300 (2,600 ~ 3,000, 190 ~ 215)	
M20	1.5	220 ~ 250 (2,200 ~ 2,500, 160 ~ 180)	360 ~ 420 (3,600 ~ 4,200, 260 ~ 300)	
M22	1.5	290 ~ 330 (2,900 ~ 3,300, 210 ~ 240)	480 ~ 550 (4,800 ~ 5,500, 350 ~ 400)	
M24	1.5	360 ~ 420 (3,600 ~ 4,200, 260 ~ 300)	610 ~ 700 (6,100 ~ 7,000, 440 ~ 505)	

NOTICE

- 1) The torques shown in the table are standard values under the following conditions.
 - Nuts and bolts are made of galvanized steel bar.
 - Galvanized plain steel washers are inserted.
 - All nuts, bolts and plain washers are dry.
- 2) The torques shown in the table are not applicable.
 - When spring washers, toothed washers and the like are inserted.
 - If plastic parts are fastened.
 - If self-tapping screws or self-locking nuts are used.
 - If threads and surfaces are coated with oil.
- 3) Reduce the torque values to the indicated percentage of the standard value under the following conditions.
 - If spring washers are used: 85%
 - If threads and bearing surfaces are stained with oil: 85%

Appendix 09: Quality Control Sheet (in process)

Registration Number	Job Number			
STRIP	DATE	IN	ITIALS ↓	INDICATE ↓
Vehicle customer care kit f	itted			√, X or N/A
Latest version of job card a				√, X or N/A
All new parts in stock or re	s available and updated if repair method revised			V, X or N/A
Displaced parts in cages/bi				√, X or N/A √, X or N/A
Additional parts / damage				v , X or N/A
Additional parts / damage				√, X or N/A
Additional parts ordered				√, X or N/A
Steering geometry measur	ements recorded if appropriate	Geometry ID		√, X or N/A
COMPLET	ED TO A COMPETENT STANDARD?	Technician	ı to Sign	
PANEL	DATE	IN	ITIALS ↓	INDICATE ↓
Latest version of job card a				√, X or N/A
<u> </u>	s available and updated if repair method revised			√, X or N/A
Recognised panel repair m		147-1-1-1-1D		√, X or N/A
Correct welding technique Jig measurements recorde		Welder ID Jig ID		√, X or N/A √, X or N/A
Additional parts / damage		JIG ID		v, X or N/A
Additional parts / damage				√, X or N/A
Additional parts ordered	·· ·			v, X or N/A
<u> </u>	efore' date used within their shelf life			√, X or N/A
Action taken to avoid cros	contamination of material types e.g. aluminium			√, X or N/A
COMPLET	ED TO A COMPETENT STANDARD?	Technician	to Sign	
PAINT	DATE	IN	ITIALS ↓	INDICATE ↓
Latest version of job card a	vailable			√, X or N/A
	ical data consulted as appropriate			√, X or N/A
Recognised paint preparat				√, X or N/A
	efore' date used within their shelf life			√, X or N/A
Colour match acceptable		D II. ID		√, X or N/A
Paint finish acceptable		Booth ID		√, X or N/A
COMPLET	ED TO A COMPETENT STANDARD?	Techniciar	to Sign	
REFIT	DATE	IN	ITIALS ↓	INDICATE ↓
Latest version of job card a				V, X or N/A
All damaged parts replaced	s available and updated if repair method revised			√, X or N/A √, X or N/A
Operation of all replaced/r				√, X or N/A
· · · · · · · · · · · · · · · · · · ·	correct torque where appropriate	Torque Wrench ID		v, X or N/A
Headlamps realigned if app		Headlamp Equipment	ID	√, X or N/A
Steering geometry measur	ements recorded if appropriate	Geometry ID		√, X or N/A
Air conditioning re-charge		Air Con Equipment I	D	√, X or N/A
<u> </u>	ADAS checks if relevant plus record ADAS Equipmer	t ID)		√, X or N/A
Road test completed if app		Data 9 times		V, X or N/A
Date & time of completion	, ,	Date & time		√, X or N/A
COMPLET	ED TO A COMPETENT STANDARD	Technician	i to Sign	
VALET	DATE	IN	ITIALS ↓	INDICATE ↓
Interior clean				v, X or N/A
Exterior clean Windows clean				V, X or N/A
	ED TO A COMPETENT STANDARD?	Valotort	o Cian	√, X or N/A
	ED TO A COMPETENT STANDARD?	Valeter t	o Sign	
SUB CONTRACTED WORK				
Operation	Work carried out	Technician or Quality Controller to sign		
Operation	Work carried out	Technician or Quality Controller to sign		to sign
Operation	Work carried out	Technician or Quality	Controller	to sign
FINAL CHECKS				
Final checks carried out				
In Process Quality Control	record completed as appropriate	Authorised person	to sign and	l date
	P			
Comments:				

Appendix 10: Final Quality Control Checklist

Registration Number Job Number			
FINAL CHECKS		INDICATE ↓	
Review authorised version of estimate to work carried out	√, X or N/A		
Review notes, all customer requests etc completed	√, X or N/A		
MET	INDICATE ↓		
Check all trims, mouldings & decals for fit & alignment		√, X or N/A	
Check all electrical items including lights, horn, windscreen wipers an	nd washers	√, X or N/A	
Check all door locks & window operations		√, X or N/A	
Check operation of replaced/refitted components		√, X or N/A	
Check seat belt operation and condition		√, X or N/A	
Aerial refitted		√, X or N/A	
Check fluid levels		√, X or N/A	
Check all wheels, tyres & trims		√, X or N/A	
Wheel nuts correctly torqued		√, X or N/A	
Alarm reset/operational		√, X or N/A	
Clock reset		√, X or N/A	
Radio recoded		√, X or N/A	
All warning lights off including ECU, SRS & ADAS		√, X or N/A	
Steering geometry report attached to job pack		√, X or N/A	
Wheels refurbished		√, X or N/A	
Air conditioning recharged		√, X or N/A	
All specialist work carried out		√, X or N/A	
Road test		√, X or N/A	
PANEL		INDICATE ↓	
Panel fit & alignment is within tolerances		√, X or N/A	
Repaired panels correct contour & finish		√, X or N/A	
Panels open/close correctly	√, X or N/A		
Welding and sealers restored to manufacturers standards		√, X or N/A	
Sill clamp marks repaired		√, X or N/A	
Jig alignment report attached to job pack		√, X or N/A	
PAINT	INDICATE ↓		
Colour match	√, X or N/A		
Paint finish	√, X or N/A		
All masking removed	√, X or N/A		
Masking lines, dry edges & blends not visible		√, X or N/A	
Paint free of defects (blemishes,runs,dirt ingress etc.)		√, X or N/A	
No oversprav		√, X or N/A	
NO OVERSDIAY		√, X or N/A	
	·		
All panel bolts colour coded		√, X or N/A	
All panel bolts colour coded Nax protection reinstated		√, X or N/A √, X or N/A	
All panel bolts colour coded Wax protection reinstated /ehicle polished		√, X or N/A	
All panel bolts colour coded Vax protection reinstated /ehicle polished GENERAL		√, X or N/A INDICATE ↓	
All panel bolts colour coded Wax protection reinstated Vehicle polished GENERAL Valet/cleaning complete		√, X or N/A INDICATE ↓ √, X or N/A	
All panel bolts colour coded Wax protection reinstated Vehicle polished GENERAL Valet/cleaning complete Vehicle Excise Duty valid (https://www.gov.uk/check-vehicle-tax)		√ , X or N/A INDICATE ↓ √ , X or N/A √ , X or N/A	
All panel bolts colour coded Wax protection reinstated Vehicle polished GENERAL Valet/cleaning complete Vehicle Excise Duty valid (https://www.gov.uk/check-vehicle-tax) Vehicle condition as per check in sheet		√ , X or N/A INDICATE ↓ √ , X or N/A √ , X or N/A √ , X or N/A	
All panel bolts colour coded Wax protection reinstated Vehicle polished GENERAL Valet/cleaning complete Vehicle Excise Duty valid (https://www.gov.uk/check-vehicle-tax)	DATE	√ , X or N/A INDICATE ↓ √ , X or N/A √ , X or N/A	

Comments: