

Terms of Business

General and Definitions

1. Nothing herein contained is intended to affect, nor will it affect, a customer's statutory rights under the supply of good and services act 1982 and the unfair contracts act 1977 or any amendment thereof.
 2. No employee, servant or agent of the Company has any authority whatsoever expect in writing to amend, vary, modify or waive any of these terms and conditions.
 3. "Goods means all Goods, parts and other things to be sold by the Company to the Customer whether or not supplied in conjunction with "the Work".
 4. "Work" means any Work to be done by the Company whether by way of repair, servicing, fitting or otherwise.
1. ESTIMATES
 - a. An estimate given for the repair shall be provisional and will be subject to variations in the price of parts or materials between the date of estimate and the date of repair. It will also depend on further work or parts which are found to be necessary .
 - b. A charge may be made for an estimate.
 - c. Unless otherwise agreed in writing, if it appears during the process of any Work that the estimate will be exceeded by a significant amount, the Company will not continue the Work without further express permission (oral or written) from the customer.
 2. VAT
Any VAT shown on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged on completion of the repair will be the rate applicable at that time.
 3. RESTRICTIONS
The repairer reserves the right to refuse to carry out any work on the vehicle which in their opinion, they consider to be unroadworthy, or work which would make the vehicle unsafe. They may refuse to carry out work which might have a detrimental effect on other parts of the vehicle.
 4. COLLECTION
The company will only release the vehicle to the customer after repairs are completed unless it is requested by the customer to release the vehicle to the customer's agent.
 5. STORAGE
 - a. If the vehicle is not collected, or arrangements are not made for its collection after completion of the work has been notified in writing, weekly storage charges at the rate applicable at the time of expiry of the said notice, may be imposed as if the vehicle repaired had been left for storage. This may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.
 - b. If the vehicle is not collected by the Customer within twenty-four hours of being advised that all Works is complete, the Company may charge for storage of the vehicle at its current rate.
 - c. The company may sell the vehicle if the Customer fails to pay any monies due to the Company after it has been notified that the Work has been completed and the Customer is given one month's notice of the Company's intention to proceed to sell it. Upon any such sale of the Company shall pay the balance of the proceeds of sale to the Customer after deducting monies due to the Company (Whether arising from the latest or earlier Work) and all costs of sale.
 6. PAYMENT
 - a. Unless other arrangements have been agreed, all repairs must be paid for in full before collection from the Company's premises.
 - b. Cheques or cash are not accepted.
 - c. All Goods, other than specially ordered Goods, shall be paid for upon delivery or in accordance with any credit terms agreed in advance.
 - d. Work shall be deemed complete when the customer is advised by the Company that is has been completed and the customer's motor vehicle is ready for collection. The Customer will pay for all Work done and Goods supplied and any storage charges before the Vehicle may be removed from the Company's premises.
 - e. Where payment terms are approved, these are strictly on 30 day net terms, ie payment due 30 days from invoice.
 - f. Interest at the rate of 3% over Barclays Bank Plc's base rate from time to time (both before and after judgement) will be charged from the due date of payment until payment.
 7. LIEN
The repairer has the right to hold a vehicle after the completion of its repairs until such time as the account is paid in full.
 8. UNCOLLECTED GOODS
The repairer may exercise his rights as regards uncollected goods under the Torts (Interference with Goods) Act 1977 and if the goods are not collected when the work is completed, or before any notice to that effect expires, the repairer may proceed to sell the goods subject to any notice under the Act. In this event, the vehicle will be sold at best market price and after deduction of the cost of repair, plus other charges and expenses in connection with the sale, the balance will be returned.
 9. SUB-CONTRACT
It may be necessary for the repairer to sub-contract all or part of the work to other competent repairers.

10. REPLACEMENT PARTS

All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim become the property of the company unless the customer requests their return prior to commencement of repairs.

11. PAINTWORK

Where new paintwork is required and the metalwork is found to be rusted, every possible reasonable precaution will be taken to prevent such rust penetrating after completion of painting, but no guarantee can be given in this respect. If partial paintwork is required, every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match at this time or after.

12. TIME

The company will use its best efforts to do Work or supply Goods within any time period notified to the Customer but shall not be responsible for any delay in supplying goods or carrying out the Work however caused, and time shall not be of the essence.

13. LIABILITY

- a. The repairer will take reasonable care of the vehicle, while in their custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to commencement of repairs.
- b. Whereby agreement with, or on the instructions of the customer, the vehicle is left outside the repairers' premises, before or after normal business hours, on an unfenced part of the said premises, any risk or loss or damage howsoever occasioned, will be the customer's responsibility.
- c. The Customer should remove any items of value not related to the vehicle and in respect of any loss or damage which is not the responsibility of the Company must rely upon his own insurance. The Company's only responsibility for loss or damage to any vehicle or its accessories or contents caused by the negligence of the Company or its employees. Except in respect of death, personal injury, the liability of the Company to the Customer for any direct loss, damage, costs or expenses shall be limited to £2m in respect of any one event or series of connected events.
- d. Except in respect of death or personal injury to the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or implied warranty condition or other term or any duty at common law or under these terms for any consequential loss or damage (whether for loss of profits or otherwise) costs or expenses whatsoever) arising out of or in connection with the supply of the Goods or the provision of Work or their use or resale by Customer except as expressly stated in these Terms.
- e. The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in any failure to perform any of its obligations if they delay or failure is due to any cause beyond the Company's reasonable control.

13. RETURNED GOODS

- a. Subject to clause 13B Goods will be accepted back for credit, provided that the Customer returns the Goods (in the same condition as when supplied) together with all original packaging within 5 working days of delivery and the Goods were not specifically ordered by the Customer. The Company reserve the right to charge a handling fee of 20% for goods accepted back for credit.
- b. Goods which are not normally stocked and therefore specially ordered from a supplier cannot be accepted back for credit under any circumstances.

14. GUARANTEE

- a. The repairer will guarantee all repair work against failure due to faulty materials or workmanship provided that the vehicle is taken back to, or a third-party repairer is authorised by the repairer. This does not seek to affect your statutory rights.
- b. The Company warrants its Work free of defects in workmanship for a period of 12 months or 12 thousand miles, whichever occurs sooner from the date of completion of the Work. Servicing of the vehicle and any relevant parts must be up to date.
- c. Subject to clause 14c, the Company warrants that all parts will be free from defects in material and Workmanship for 12 months from sale by the Company in respect of any parts fitted or other Goods the Company assigns to the Customer the benefit of the applicable manufacturer's warranty. Any Goods sold but not fitted will, subject to clause 14c be replaced from production of the invoice but the Company will not fit the Goods.
- d. No warranty will apply if and to the extent that a defect is caused or worsened by any of the following:
 - i. A failure to inform the Company of the defect or have it examined by the Company; and
 - ii. A failure to give the Company the opportunity to remedy it;
 - iii. If the Goods have been subject to misuse, negligence or accident or used in the vehicle for racing, rallying or similar sports.
 - iv. The installation of a part into the Goods inconsistent with its use or the alteration of the Goods in a manner inconsistent with its use;
 - v. Non-adherence to instructions concerning the treatment, maintenance and care of the goods or a failure to have the relevant vehicle serviced in accordance with manufacturer's recommendations.
 - vi. The repair or maintenance of the goods by anyone who is not authorised by the relevant manufacturer.
- e. If the Work includes painting, then if the metal to be painted is rusted, every reasonable precaution will be taken to prevent the rust penetrating the paint after completion of the Work, but no warranty can be given in this respect or to the effect that the new paintwork will match existing paintwork exactly.