

General

1. These terms and conditions are the sole terms and conditions upon which the Company contracts with the Customer to the exclusion of any other terms and conditions. Except as set out expressly in these conditions the Company does not accept to agree to any other conditions, warranties or other terms whether express or implied and whether as to conformity with description or sample, quality or fitness for purpose or otherwise.

Prices

- 1.1 All prices quoted by the Company for parts and labour are based on the prices current at the time of preparing the estimate and the Company reserves the right to increase such prices to the Customer. All estimates for work to be done are valid for 7 days from the date of dispatch or notification of the estimate to the Customer.
- 1.2 Unless otherwise stated all prices are given exclusive of VAT.
- 1.3 Unless credit facilities have been arranged previously (and the terms of credit are being observed) release of the Customer's vehicle after completion of repairs will be subject to our charges having been paid in full by cash or by cheque guaranteed by a bank card, where evidence of such acceptance is displayed. Payment may also be made by credit or charge card.
- 1.4 Where the customer holds a credit account with the Company payment is due on the 20th of the month following the month of invoice.
- 1.5 Interest at the rate of 1.5% per month of part thereof will accrue on overdue accounts from the date of invoice or payment.

Warranty

2. Unless the Company gives a specific guarantee to the Customer in substitution for other guarantees and warranties. The Company will use its reasonable endeavours to make over the Customer the benefit of any warranty or guarantee given by the manufacturer or supplier of any parts supplied to the Customer and within a period of twelve months from the completion of any service or repairs provided by the Company to the Customer then the Company will rectify or replace free of charge all parts. The company will guarantee all labour workmanship within a three months period of fitment which are proved to the satisfaction of the Company to have been defective. Where the Customer deals as a consumer within section 12 of the Unfair Contract Terms Act 1977 these guarantees are given in addition to the Customer's statutory rights.
3. Save as provided in Clause 3 the Company will be under no liability for any personal injury, death, loss and damage of any kind whatsoever (other than death or personal injury caused by the Company's negligence) whether consequential or otherwise including but not limited to loss or profits and the Company hereby excludes all conditions, warranties and stipulations express or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the Customer except that such exclusion will not apply to:
 - 3.1 Any implied conditions that the Company has or will have the right to sell new parts when the property is to pass or
 - 3.2 When the Customer deals as a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977) any implied term relating to the description merchantability, quality, fitness or sample.
4. In no circumstances will the Company or its servants, agents or sub-contractors be liable for any loss or damage of any kind whatsoever (except arising from death or personal injury) whether consequential or otherwise caused directly or indirectly by any negligence on the part of the Company or on the part of any of its servants, agents or sub-contractors in connection with or arising out of the provision of services or supply of parts or in connection with any advice or statement given or made by or on behalf of the Company.

Title and Risk

5. The Customer's vehicle, its contents and accessories shall at all times remain at the customer's entire risk whilst in the possession of the Company.
 - 6.1 Title to the goods will remain vested in the Company after delivery until payment of all sums due (whether arising out of this or any other contract) has been made in full to the Company.
 - 6.2 Without prejudice to any of the Company's other rights, the Company may at any time after any sum payable by the Customer to the Company (whether under this contract or otherwise) has become due and remains unpaid rescind the Contract and/or recover any parts which are still the company's property and may enter on the customer's premises itself or through its servants or agents for that purpose.
 - 6.3 Whether or not any sum has become due from the Customer under the Contract such sum will be deemed to be due from the Customer immediately on the Customer committing any act of bankruptcy or making any arrangement or composition with its creditors or his taking the benefit of any Act for the time being in force the relief of insolvent debtors or his suffering or allowing any execution whether legal or equitable to be levied on his property or to be obtained against him (or being a body corporate) its having convened a meeting of creditors (whether formal or informal) or it having entered into liquidation (whether voluntary or compulsory) or an administrative receiver or administrator being appointed over its undertaking or any part thereof or its having a resolution passed or a petition presented to any court for the winding-up of the Customer or there being any proceedings commenced relation to insolvency or possible insolvency of the Customer.
 - 6.4 Notwithstanding the foregoing provisions the risk in any parts supplied shall pass on the delivery to the customer.

Notification

7. Where the Customer requests the Company to investigate any fault or complaint with the Customer's vehicle the Company will endeavour to contact the Customer before proceeding with any work or repairs found to be necessary and shall be under no obligation so to do and the Company is hereby authorised to carry out all work and supply such parts as it deems necessary to rectify the fault or complaint notified by the Customer.

Parts

8. Parts supplied to the Customer special order will not be accepted for credit.

Service and Repair

9. While carrying out the work by the Customer, the Company may discover that in the interest of safety and satisfactory completion of the work requested, additional repair work appears necessary. In such cases, the Company will promptly contact the customer to obtain approval for carrying out the additional work and thus save the Customer possible extra costs by reason of possible subsequent further dismantling and re-assembly at a later date. All work done and parts/materials supplied will be charged on completion.
10. Company agrees to give the Customer the benefit of any manufacturer's warranty as far as the Company is able. The Company will progress claims on behalf of the Customer with the manufacturer concerned, but in the event of claims being rejected in whole or in part, the Customer undertakes to pay to the Company that part of the Claim the manufacturer fails to meet. Where claims are submitted to the manufacturer for work to be treated as being of a warranty nature, although strictly outside the warranty period, payment in full for the work carried out will be required on or before collecting the vehicle on the understanding that should the manufacturer subsequently accept the claim in full or in part, the Company will as appropriate, either reimburse or credit the Customer's account with amount credited to us by the manufacturer for any purpose whatsoever.
12. The Company does not accept responsibility for any delay in completion of works carried out by the Company caused by circumstances beyond its immediate control.
 - 13.1 If the Customer does not collect a vehicle within 7 days of being notified that it is ready for collection or fails to authorise repairs without removing the relevant vehicle from the Company's premises within 7 days of being given a quotation then the Company reserves the right to levy storage charges at its current rate of £20 per day.
 - 13.2 Any vehicle which is not collected by the Customer in respect of which payment for repairs carried out has not been made within three calendar months of the Customer having been advised of the completion of the work may be sold by the Company and the cost of the repairs and any storage charges may be deducted by the Company from the net proceeds of the sale of the vehicle. However, before proceeding to sell the vehicle, the Company shall first give the Customer 7 days written notice of its intention so to do which notice shall be sent by prepaid first class post to the address of the Customer last known to us and shall be deemed to have been received by the Customer on the days following the date of posting or if that shall be a Sunday or public holiday then the first working day thereafter. Any sale of the vehicle under this clause shall be by the Public Auction and the Company shall after discharging the costs of the sale, the repairs and the storage charges, in its absolute discretion either retain the balance for the benefit of the Customer or forward the same to the Customer at the Customer's last known address.

14. The Company reserves the right to sub-contract all or any of the work.
15. The Company will use its best endeavours to carry out the work within the time specified but time shall not be of the essence and no liability is accepted by the Company for any delays.
16. All parts replaced during service or repair, except those that have to be returned to manufacturers or suppliers under warranty or service exchange arrangements and those which the Customer or by implication asks to be replaced, will be retained by the Company for the Customer for a period no later than 24 hours, if the Customer does not specifically ask to take possession of such replaced part when collecting the vehicle then they will become the property of the Company to dispose of as it deems fit
17. The Company shall have a general lien over all vehicles left with it by the Customer in respect of all money due to the Company from the Customer or owners of the vehicle under this or any other contract.

Used Vehicle Purchase

18. Cancellation

If you cancel the Agreement other than for a reason where this Agreement expressly gives you the right to cancel, then we will then try to find another buyer for the vehicle. We will be entitled to retain any deposit until we have found a buyer. We will then refund your deposit less £200 for all reasonable losses and costs we suffer as a result of your failure to take delivery of the vehicle. If our reasonable losses and costs are in excess of the deposit, you will be required to pay us the balance.

19. Vehicle Guarantee

We will undertake to obtain for you the benefit of any warranties or guarantees provided by the manufacturer or Warranty Company.

20. Extent of our Liability

Nothing in these terms and conditions will exclude or limit our liability for death or personal injury caused by our acts or omissions.

Nothing in these terms and conditions will affect the statutory rights of a Consumer.

21. Complaints

All complaints should be made in writing addressed to the manager at the above address.

22. **Entire Agreement**
We intend to rely on these terms and conditions, including any attachments incorporated as constituting all of the terms of the Agreement between us. You should read them carefully and make sure you understand them before signing (signing means writing or confirming electronically) your agreement to purchase. You should request that any changes to these terms and conditions are made in writing and signed by both parties.

23. **Deposit**
The company shall require from the customer a deposit to secure the purchase of any vehicle the customer intends to buy. If for any reason the customer cancels the vehicle, the company reserves the right to withhold £100 from their deposit for all reasonable losses and costs we suffer as a result of your failure to take delivery of your vehicle.

24. **Ownership**
The vehicle will not belong to you until you have paid us the purchase price. A cheque will not be treated as paid until we have been able to cash and clear it.

If you are given delivery of the vehicle prior to paying the purchase price for whatever reason, then until the purchase price is paid in full, the following further conditions will apply:

- The vehicle will still be owned by us
- You must keep it comprehensively insured for the purchase price
- You will be responsible for any damage to or loss of the vehicle
- You must return the vehicle to us if requested and if you fail to return the vehicle, we shall be entitled to take legal proceedings to recover the vehicle or the purchase price and we will be entitled to enter into your premises to recover the vehicle.

25. **Delivery**
When you sign this agreement, you will agree an estimated delivery date for the vehicle. Although we will try to have the vehicle ready by that date, we cannot guarantee that it will be ready. Where we cannot meet the agreed date, we will contact you to arrange an alternative delivery date. While we will do all that we reasonably can to meet any agreed date, we cannot be held responsible for any loss you may suffer in relation to any late delivery arising from factors which are outside our reasonable control.

26. **Failure to Take Delivery**
If you fail to take delivery of the vehicle within seven days of the date that we have notified you that the vehicle is ready for delivery, then we shall have the right to cancel the Agreement we will write and tell you. We will then try to find another buyer for the vehicle. We will be entitled to retain your deposit until we have found a buyer. We will then refund your deposit less £200 for all reasonable losses and costs we suffer as a result of your failure to take delivery of the vehicle. If our reasonable losses and costs are in excess of the deposit, you will be required to pay us the balance.

27. **Third Party Finance**
If the purchase price is to be financed by a finance company, you must notify us no later than 7 days after we have told you that your vehicle is ready for delivery. Where this happens, this agreement will then be between the finance company. These terms and conditions will continue to apply to that transaction.

The Data Protection Act

The information you give us about yourself, the details of this Agreement and the history of business conducted between us, will be retained by us in our records. This will help us to make future credit and other commercial decisions about you. It will also enable us to tell you about any products and services which we think may be of interest to you. You may elect not to receive such information. We may also disclose some or all of the above information to our parent company and/or any of its subsidiary or associate companies for any purpose connected with or business.