

TERMS AND CONDITIONS OF BUSINESS: AFTERSALES
(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

GENERAL

1. These terms and conditions, together with the details set out overleaf, are intended to contain all the terms of the agreement between us (the Company) and you (the Customer) relating to the repair, servicing or other work described overleaf ("the Work") to the vehicle identified overleaf ("the Vehicle") and/or the supply of goods, parts or other things to be supplied by the Company, whether or not in conjunction with the Work ("the Goods"). If you wish to rely on any amendment or addition you should ensure it is confirmed in writing by one of our duly authorised representatives.
2. If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to this Agreement rather than a new Agreement.
3. This Agreement is made in England, shall be subject to the exclusive jurisdiction of the English courts and shall be governed and construed in accordance with English law.
4. You warrant that you own the Vehicle or are duly authorised by the owner to enter into this Agreement for the work to be done on it on these terms.

ESTIMATES

5. An estimate is our considered approximation of the likely cost of the Work and/or Goods, and is valid for 14 days from when we send it to you.
6. Any estimate is based on the published price for the Goods involved at the time of the estimate. If the manufacturer or other supplier of the Goods changes the published price after the date of the estimate, we will notify you of any consequential increase in the estimate. If the increase will be more than ten per cent (10%) of the total estimate, you may give notice within 14 days cancelling this Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
7. Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent (10%) of the total, we will notify you and will not continue with the work unless you expressly authorise us to do so.
8. If you have left the Vehicle with us for an estimate but have not accepted the estimate, or have refused it but have failed to collect the Vehicle, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you, at our rates in force at that time, for the storage of the Vehicle from the end of that period.
9. All estimates are exclusive of any applicable Value Added Tax.

COMPLETION OF WORK AND PAYMENT

10. We will use our best efforts to do Work or supply Goods within any time estimate we have given you, but will not be liable for delays due to any cause outside our control.
11. We shall be entitled to sub-contract all or any part of the work, but will be responsible for the quality of the sub-contractors' work. If for any reason we do not carry out the work in full, we will charge you only for Goods actually supplied or fitted and a reasonable amount for any Work actually done.
12. We will notify you when the Work is complete and the Vehicle and/or the Goods are ready for collection and (unless you have a credit account with us, in which case you must comply with the terms agreed in relation to the operation of such account) you must pay for the Work and/or Goods upon collection.
13. All payments must be made in cash or by a UK credit/debit card, unless we have agreed to accept a cheque, in which case the cheque must be drawn on a UK clearing bank and received not less than six working days before you collect the Vehicle and/or Goods. We do not accept payment in cash over £7,500. A 1% charge is made on credit card transactions.
14. We are entitled to retain the Vehicle and/or Goods until you have paid for the Work and/or Goods (and storage charges if applicable) in full.
15. If you fail to pay the full amount due and to collect the Vehicle and/or Goods:
 - 16.1 within 7 days of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you, at our rates in force at that time, for the storage of the Vehicle from the end of that period;
 - 16.2 within 3 months of being notified that the work is complete and/or the Goods are ready for collection, we may (after giving you 7 days notice of our intention to do so and if you have not paid the full amount and collected the Vehicle and/or Goods before such notice expires) sell the Vehicle and/or Goods, deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to you.
17. Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.
18. We will retain all parts replaced during any Work done, except for any to be returned under warranty or service exchange arrangements, until the Vehicle is collected, and will be free to dispose of them as we see fit if you do specifically ask for them when collecting the Vehicle.

TRANSFER OF OWNERSHIP AND RISK

19. The Goods will continue to belong to us until you have paid for them in full. You will, however, be responsible for any loss or damage from when they are delivered to you, and should insure accordingly. A cheque will not be treated as payment until it has been cleared.

LOSS OF DAMAGE AND LIABILITY

20. We will carry out the Work with reasonable care and skill, and warrant it will remain free of defects in workmanship for a period of 3 months of 3,000 miles, whichever occurs sooner, from the date the Work is completed. However, this warranty will not apply if the Vehicle is involved in an accident or if and to the extent that a defect is caused or worsened by you (a) failing to inform us promptly of the defect and allowing us promptly to examine the Vehicle and endeavour to remedy the defect; (b) misusing or neglecting the Vehicle or using or permitting it to be used for racing, rallying or similar sports; (c) failing to comply with instructions from the manufacturer or from us concerning the treatment of, maintenance and care of the Vehicle and/or Goods or to have it/them serviced in accordance with the manufacturer's instructions; (d) fitting the Vehicle, or permitting it to be fitted, with parts or accessories which have not been approved by the manufacturer, or (e) altering the Vehicle and/or Goods, or permitting it/them to be altered, in any manner which has not been approved by the manufacturer.
21. We will sell the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights, and is not affected by any change of ownership of the Goods. Remedial work under the manufacturer's warranty may be carried out by any other dealer in the EEA authorised directly or indirectly by the manufacturer, who may repair or replace any defective Goods or (if he considers repair or replacement uneconomic) refund an appropriate part of the price you paid for them.
22. If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.
23. You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the Goods.
24. Except where you are acting as a consumer, and except for fraud or for death or personal injury resulting from our own negligence, we limit our liability for any breach of this Agreement to the amount you have paid for the Work and/or Goods and expressly exclude liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.
25. You should remove any items of value and not related to the Vehicle as we will not accept liability for loss or damage to these which is not caused by our own negligence.

RETURNED GOODS

26. We will accept the return of any Goods which you did not order specifically, provided that you return them, in the same condition as when supplied, within 5 working days of delivery, produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned Goods.
27. You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.
28. Save as above, we will not accept the return of any Goods which are not defective.

SET-OFF

29. If you owe us money which is outstanding for any Goods, and we also owe you money, then we have the right to off-set the money you owe us against the money that we owe you, and just pay you the net amount.

NOTICES

30. Any notice given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

We may use this information about you now and in the future (i) to provide you with information on products and services for marketing purposes; (ii) for market research and (iii) tracking of sales data. We will also disclose this information to members of the Manufacturer group of companies and other companies for the above purposes. If you prefer this not to happen please tick here ☐