

An estimate given for a repair is an approximation of the likely cost of that repair without dismantling the vehicle for detailed inspection and is valid for 14 days. Prices of goods and services are those current at the time of the estimate and the Company reserves the right to increase the Contract price should additional repairs be found to be necessary on dismantling the vehicle, or if the price to the Company increases in the period between preparing the estimate and completing the work. If during the progress of work the estimate will be exceeded by any material amount the Company will obtain permission from the Customer to continue. A charge may be made for an estimate. All costs quoted are including V.A.T.

If for any reason work requested by the Customer is not carried out in full; the Company may charge a reasonable amount for the work completed and the cost of the goods supplied and fitted.

Any variation agreed between the Company and the Customer in the work to be carried out or goods supplied shall be deemed to be an amendment to this Contract and shall not constitute a new Contract.

An order or instruction, which has been accepted by the Company, may be cancelled by the Customer only with the agreement of the Company. The Customer will pay the Company for all costs, charges or expenses incurred by the Company up until to and as a result of the cancellation. A cancellation can only be accepted by the Company when all sums due have been paid.

Unless otherwise expressly stated time is not of the essence of this Contract, nevertheless the Company will endeavour to complete repairs by the date and time requested but cannot accept responsibility for any delay resulting from any cause beyond the Company's control (including the non-delivery or late availability of parts or other goods and services). Any liability for additional costs and/or inconvenience resulting from such delays are not the responsibility of the Company.

Parts and other goods supplied must be paid for in full on collection or delivery. All monies due relating to services supplied must be paid upon delivery or when the Company notifies the Customer that the work is complete. Title and ownership of goods and services supplied will pass only when payment has been received (and monies cleared) and not on collection or delivery. Alternatively payment may be made by direct debit in accordance with any credit terms formally agreed in writing in advance. Full details of credit terms are available upon request. If a vehicle is not collected on, or immediately after, notification of the work being completed then the Company may make additional charges for storage to cover its costs and other charges. If the Customer fails to pay for and/or collect any goods or services supplied within 90 days the Company shall be entitled to sell the Customer's vehicle upon such terms and conditions as the Company deems appropriate. The Company will notify the Customer at the invoice address of its intention to sell the vehicle. Following such a sale the Company shall be entitled to deduct all unpaid monies due (including any further costs incurred) from the sale proceeds and shall then forward the balance, by cheque, to the Customer at the invoice address.

The Company reserves the right to make a handling charge for goods returned which have been correctly supplied in accordance with the original order. "Special Orders" are parts not normally stocked by the dealership. Special Orders will not be accepted for credit if correctly supplied in accordance with the original order. The Company reserves the right to ask for payment in advance for all Special Orders.

The Company retains a lien over the goods supplied and the Customer's vehicle until the cost of services, goods, tow, repair and storage have been discharged in full and any payment presented has cleared. If the Customer fails to pay for the cost of services, goods, tow, repair and storage within 90 days the Company shall, if necessary, be entitled to put the vehicle into a saleable state and exercise its rights under Clause 6 above.

All parts replaced during service or repair, except those that have to be returned to manufacturers or suppliers under warranty or exchange arrangements become the property of the Company unless the Customer requests their return prior to commencement of work.

Where new paintwork is required and the metal work is found to be rusted, reasonable precaution will be taken to prevent this penetrating through after painting, but no guarantee can be given in this respect. If partial paintwork only is required reasonable precaution will be taken to match the existing colour, but no guarantee can be given of a perfect colour match at the time of repair or any time after.

All written notices given by the Company to the Customer shall take effect 24 hours after being dispatched by the Company in the normal course of mail delivery to the invoice address shown overleaf.

The Company shall take reasonable care of the vehicle while in its custody. The Company is only responsible for loss of or damage to a vehicle or its accessories caused by the Company's negligence. The Company will determine whether to repair or replace the damaged item or alternatively offer compensation for loss caused. The Company cannot accept liability for the loss of or damage to personal property or business goods left in the vehicle. The Company advises the Customer to remove all items of value not related to the vehicle prior to work commencing.

The Company shall not be liable to the Customer for any loss or damage occasioned by release of the vehicle to any person(s) who settles the account outstanding for goods, tow, repair or storage provided that such person(s) shall have held themselves out as duly authorised by the Customer to have possession of the vehicle.

The Company warrants all parts fitted to the vehicle in accordance with the applicable statutory rights at the time of supply or repair. The Company warrants its work free of defects for a period of 3 months or 3000 miles. Whichever occurs sooner, from the date of completion of the work ("Warranty Period"). The Company warrants that it will (at the Company's choice) either repair or replace, or refund the full purchase price of any Goods which are accepted within the Warranty Period by the Company as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of the Company. In respect of Services, if the Company accepts within the Warranty Period that it has failed to execute the Services in accordance with the express terms of the Contract, the Company may, at its option, perform again such of the Services as have not been carried out in accordance with the express terms of the Contract or repay the Customer the charge for such of the Services as have not been so performed (provided such charge shall have been paid to the Company by the Customer). The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim under this Warranty shall not entitle the Customer to cancel or refuse payment. This warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the Customer's only remedy will be against that third party, where the vehicle has been used for competitions, racing or record attempts or otherwise than for private or commercial use, where the vehicle has been abused in any way or damaged by wear and tear, neglect, rust or improper use or failure to maintain in accordance with the manufacturer's recommendations, where the vehicle has been damaged in any subsequent accident.

The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Storage charges, if following the completion of services the Customer's vehicle(s) is left at the Company's premises, then the Company reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.

Disposal of un-collected goods, any vehicle which is not collected by the Customer and in respect of which payment for repairs carried out has not been made within 6 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 to do so which notice shall be sent by prepaid first class post to the address of the Customer last known to the Company and shall be deemed to have been received by the Customer on the day following the date of posting, or if that shall be a Sunday or a Public Holiday, to be the first working day thereafter. Any sale of the vehicle under this clause shall be by Public Auction.