

## **SERVICE AND REPAIR - CONDITIONS UPON WHICH VEHICLES ARE ACCEPTED BY THE COMPANY**

1. In accepting the customer's vehicle for repair and/or service as described overleaf we have agreed to carry out the work described and to incorporate all necessary parts and materials incidental thereto on the terms set out below and by delivering the vehicle to us, the customer has agreed to pay our charges.
2. While carrying out work requested by the customer, we may discover that in the interest of safety or satisfactory completion of the work requested, additional repair work is necessary. In such cases, we will promptly contact the customer to obtain approval for carrying out the additional work. All work done and parts/materials supplied will be charged on completion.
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 repair 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 a credit or charge card.
4. We agree to give the customer the benefit of any manufacturers warranty as far as we can. We will progress claims on behalf of the customer with the manufacturer concerned, but in the event of claims being rejected in whole or part, the customer undertakes to pay us 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 part, we will as appropriate, either reimburse or credit the customers account with the amount credited to us by the manufacturer for any purpose whatever.
5. We will endeavour to meet reasonable requirements concerning the date and time of completion of the work. However we do not accept responsibility for any delay in completion caused by circumstances beyond our immediate control.
6. We accept vehicles for repair or servicing subject to the provisions of the Torts (Interference with Goods) Acts 1977, which act confers on us the right of sale of uncollected vehicles.
7. In the event of a defect arising following completion of the work described overleaf and which, in the customer's opinion is due to our workmanship, we will carry out the necessary corrective work free of charge subject to:
  - (a) the customer returning the vehicle to us promptly for examination and our agreement that the defect was the result of our workmanship;
  - (b) no alteration or repair has been effected except by ourselves; and
  - (c) the defect occurring within three months or three thousand miles (which ever first occurs) from the date of completion of the work described overleaf.
  - (d) this warranty is additional to and does not diminish any rights afforded by common law or statute.

If the vehicle cannot be returned to us promptly we should be contracted to determine the best course of action. If we are not contacted, we reserve the right to reject any subsequent claim made in respect of a defect which is alleged was due wholly or partly to our workmanship.

8. We reserve the right to charge for storage of vehicles, which remain uncollected for more than seven days after notification has been given that the vehicle is ready for collection.
9. We will not be responsible for loss or damage of or to customer's vehicles or anything on or in them unless it is proved that such loss or damage resulted from the negligence of ourselves, our servants or agents.

## **GENERAL**

1. Except as set out expressly in these conditions.
  - (a) We do not accept or agree to any other conditions, warranties or other terms.
  - (b) We do not accept any liability for the negligence of customer, our servants or agents (except for death or personal injury).
2. We are not under any direct, indirect or consequential liability for loss or profit, business or production or any similar loss or damage, however caused.
3. THESE CONDITIONS DO NOT AFFECT YOU STATUTORY RIGHTS.