



# Terms and Conditions of Business

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These Terms and Conditions shall apply to the repair and maintenance of motor vehicles by Service MOT Repairs Ltd ("the Garage").

Definitions:

In these terms and conditions, the following expressions have the following meanings:

"The Garage" means us, DWA Fleet and Vehicle Services Ltd, of Unit 5, Barnfield Business Park, Church Lane, Etchingham, East Sussex, TN197AS;

"The Customer" means you, any individual, firm or corporate body requiring the services of the Garage;

"Work" means any services carried out by the Garage, including but not limited to repairs, vehicle servicing and MOTs;

"Price" means the fee payable for the Work including parts, labour, VAT and any additional charges; and

"Vehicle" means the Customer's vehicle which may be a car, van, motorhome, motorcycle, caravan or trailer.

These terms and conditions will be binding between the Garage and the Customer upon the booking of any work.

If you place an order for work via the phone or internet you warrant that you are legally capable of entering into a contract, you are at least 18 years old and you reside in the UK.

The information the customer provides at booking and the agreed quote we will use our best and reasonable endeavours to give you an accurate timescale for the Work. If, due to circumstances beyond our control, including non-availability of parts or a delay in delivery, it will not be possible for the Work to be completed as arranged, we will contact you as soon as is reasonably possible to inform you accordingly.

If Work cannot be undertaken on time as set out above, you may exercise your right to cancel, subject to clause 10.

We will provide details of the cost of any work required before it is carried out and this shall be agreed upon by the Customer and the Garage prior to commencement of the Work.

During the course of the Work it may become evident that additional parts and / or labour is required. In this event no additional Work will be carried out nor parts ordered without the prior consent of the Customer. We will inform you immediately and provide an estimate for the additional parts and labour.

Once we are in receipt of your vehicle's keys and the Work is booked, this will be deemed as acceptance of the cost of the Work and acceptance of these terms and conditions.

If your vehicle requires special oils, long life / platinum spark plugs or pollen filters during the service, these will be provided at an additional charge and we will inform you of the costs on the day of your service.

All parts to be used shall be new and shall be either of Manufacturer's original equipment (OE) standard or those produced by a third party of OE standard. If we deviate from this provision in any way, we will inform you of the reasons for such deviation and any effect this will have on your warranty and will require your express consent before the use of such parts occurs.

If any parts are replaced, the original parts will be made available to you for viewing and examination up to and including the time that you collect the Vehicle. If you wish to remove the original parts from the Garage, we shall be entitled to charge a surcharge, which will be refunded on their return. If you do not wish to inspect the parts, we will dispose of them following collection of the Vehicle.

The Garage shall use its best and reasonable endeavours to ensure that good care is taken of the Vehicle and any of the Customer's possessions which may be inside it. Notwithstanding this provision, we shall not be held responsible for any loss or damage to such possessions and the Customer is advised to remove all possessions from the Vehicle prior to the start of the Work.

Payment from the point at which we start work on the Vehicle up until the point at which all sums due are paid in full in cleared funds, we shall have a general lien on the Vehicle and its contents for all sums due.

Following completion of the Work, we shall issue an invoice to the Customer. This can be paid in cash or by bank transfer, debit or credit card ONLY.

All sums shall be due immediately upon receipt of the relevant invoice.

Upon receipt of the payment in full in cleared funds for any work carried out, we will return the vehicle to you.

Our invoice shall provide a comprehensive summary of all work done and shall provide full details of all parts and labour including the Price payable therefor

All work carried out, including any additional work, will be inclusive of VAT.

Any special order parts ordered in advance must be paid for in full prior to ordering and shall be non-returnable or refundable in any circumstances. Such parts may also be subject to a 30% handling charge and this will be advised to the Customer in advance of any orders being placed.

We shall be entitled to sell the Vehicle at the expense of the Customer in the event that sums remain unpaid following written notice to the Customer of 30 days, such notice to commence no earlier than 30 days following the date of the relevant invoice. From the due date of payment until the taking of actions set out in sub-Clause 4(g), any outstanding sums shall incur interest on a daily basis at 2% above the Bank of England base rate from time to time until payment in full is made. Vehicles should be collected within 1 day of us informing you that the works are complete. Vehicles not collected within this time will incur a storage charge of £20 per day plus VAT unless prior agreement has been given in writing by a Director of the Company.

**OUR WARRANTY** In addition to your Statutory Rights, we provide a Parts & Labour Warranty for a period of 12 months (or within 12,000 miles – whichever comes first) for parts which are replaced by us and become defective within this time or distance, and any related workmanship.

Certain products will be excluded from the warranty and we will inform you of this on the booking of the Work.

Any Warranty given is dependent upon: The Garage being given an opportunity to investigate or rectify any faults within a reasonable timeframe

The manufacturer's vehicle operating instructions being followed.

Having the vehicle serviced or otherwise maintained according to the manufacturer's recommended schedule (at the time or distance specified and with Original Equipment specification parts and filters, carried out by a VAT Registered garage with invoice).

Full compliance with our advisories, warnings and information or any instructions provided by us either in writing or verbally.

The parts or workmanship carried out not being subjected to abnormal conditions or unreasonable wear and tear.

The warranties on certain parts may vary due to their original Manufacturers' warranty conditions. The Customer will be informed of this in writing.

Any warranty granted by the Garage applies directly to the Vehicle. If the Customer sells or otherwise transfers the ownership of the Vehicle to another party, that party shall remain entitled to the benefit of the warranty for the remainder of the Warranty Period.

#### CUSTOMER SUPPLIED PARTS

We will not warrant or be held responsible for any parts supplied by the Customer, whether new or used. Should such parts cause any damage to the Vehicle, we shall be entitled to charge for any costs incurred, including any labour for their installation and / or removal, and will not be held responsible for any consequential loss or damage whatsoever.

**EXISTING VEHICLE WARRANTIES** If the Vehicle is covered by a Manufacturer's new vehicle warranty, anti-perforation warranty or rust / corrosion warranty at the time of the Work, we shall ensure that all work is carried out in accordance with the terms of those warranties.

If additional cost will be incurred by such conformity, the Customer will be informed of alternatives and will have the consequences of such alternatives (including, but not limited to, the voiding of the Manufacturer's warranties) explained to them in full. The Customer's decision shall be final.

We shall obtain the consent of any warranty provider (whether that is the Manufacturer or a third-party organisation) prior to the commencement of any work covered by that warranty.

We shall not be responsible for any failure to comply with any warranties where the Customer has not made the Garage aware of the same in advance of any work being carried out.

**INSURANCE CLAIMS** If the Work to be carried out on the Vehicle is the subject of an insurance claim, you (or the policyholder if they are not the same person) may be required to sign documents required by the insurer to authorise payment to the Garage for the Work.

We shall not be responsible for any delays in completing the Work and / or returning the Vehicle to you where such delays arise out of the actions of the insurer including, but not limited to, the withholding of payment.

**COURTESY VEHICLE** We may, at our sole discretion, supply you with a courtesy vehicle.

The Customer must satisfy the following eligibility requirements: The Customer must be the holder of a full (as opposed to provisional) driving licence which has been held for at least 1 year at the date of the booking. In the case of UK driving licences both the photo card licence and the paper counterpart licence must be produced before the courtesy vehicle will be released to the Customer. Copies of licences will not be accepted.

The Customer must be at least 21 years of age to be supplied with a courtesy vehicle by the Garage.

The Customer may not have more than 3 penalty points on their driving licence.

The Customer will not be entitled to a courtesy vehicle if they have been banned from driving for a period of 12 months or more as a result of a driving offence within a period of 3 years prior to the date of the booking.

The Customer must present two forms of identification (in addition to their driving licence) when collecting the courtesy vehicle. At least one should include the Customer's home address. Acceptable forms include, but are not limited to, passports, bank statements and utility bills.

The Customer will be required to provide adequate insurance for the courtesy vehicle and provide evidence of this at the time of collection, unless otherwise agreed in writing by a Director of the Company.

The Customer will return the courtesy vehicle in the same condition in which it was supplied, including the same level of cleanliness and the same level of fuel.

The Customer will be required to pay any costs incurred as a result of any of the above provisions not being met.

Notwithstanding the Customer's satisfaction of the eligibility requirements set out in sub-Clause 8(b), we may refuse the loan of a courtesy vehicle to the Customer for any reason including, but not limited to, the non-availability of vehicle.

**CANCELLATION** The Customer has the right to cancel the work at any time, subject to the provisions below.

If Work has commenced, the Customer will be required to pay for all labour and parts used up until the point of cancellation and shall be invoiced for the same. The provisions of Clause 4 shall apply to the payment of any such invoice.

Any parts ordered and paid for in advance will be non-refundable in any circumstances.

Notwithstanding any payment the Customer may make for parts under sub-Clause 10(b) and 10(c), those parts shall remain the property of the Garage and we shall remain at liberty to use them or dispose of them as we see fit until we have received payment in full.

If the Customer has been provided with a courtesy car it must be returned to the Garage immediately upon cancellation.

**INSURANCE & LIABILITIES** The Garage shall always have in place suitable and valid insurance which shall include public liability insurance.

The Garage's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions shall be limited to the extent of this insurance. We shall, under no circumstances, be liable for any consequential loss or damage whatsoever.

The Garage is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions or recommendations given by the Garage or by the Manufacturer.

The Garage is not liable for any loss or damage suffered by the Customer from the storage of its vehicle or the vehicle's contents at the Company's premises.

Nothing in these Terms and Conditions shall limit the Garage's liability for death or personal injury.

The Garage shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of the Garage's carrying out of the Work or any breach of these Terms and Conditions.

The Customer shall indemnify the Garage against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

#### **SUB-CONTRACTING**

The Garage shall be free to sub-contract any of its obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to the Customer without the Customer's prior authorisation.

**COMPLAINTS PROCEDURE** Any complaint with respect to any work carried out by us must be made in writing to a Director of the Company within 28 days of the work being completed.

The Customer shall give the Company the opportunity to investigate or resolve any issues before corresponding with any other party. We will not be liable for resolving any mistakes, issues or problems unless all correspondence remains with us until this investigation has been carried out.

We will contact you within 14 working days of receipt of the complaint to confirm receipt. We will then endeavour to resolve all disputes amicably and professionally within a further 21 working days. Should the dispute take longer, we will notify you accordingly.

After the investigation, should you wish to escalate the complaint, you have the right to contact the Motor Codes' Code Advisory and Conciliation Service. We will be happy to provide a leaflet upon request.

#### **CONSUMER RIGHTS**

Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a consumer, including those arising out of The Supply of Goods and Services Act 1982 or any amendments thereto. For more information about your statutory rights, please contact the Citizens' Advice Bureau.

#### **ABUSE**

We will not tolerate any abusive behaviour, language or threats to any staff or other customers, whether in person, on the telephone or in writing. Anyone behaving in this manner on the premises will be asked to leave and the police will be contacted if required.

**DATA PROTECTION** We will retain your details and hold them on a secure database for the purpose of direct marketing. If you wish to be removed from our database, please write to us to let us know.

Subject to the exceptions in sub-Clause 16(b), we will not share your personal data with any third parties for any reasons without your prior consent. Such data will only be collected, processed and held in accordance with our rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

We have the right to pass on any personal information provided by the Customer to relevant authorities including, but not limited to, the DVLA and the police. In the event that the Customer is in breach of these Terms and Conditions, we may also pass on any such information to credit reference agencies and debt recovery agencies.

#### **NO WAIVER**

No failure by either the Garage or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

#### **SEVERANCE**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

#### **FORCE MAJEURE**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not

limited to: lack of availability of parts, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

**LAW AND JURISDICTION** These Terms and Conditions shall be governed by the laws of England and Wales. Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.