

Terms and Conditions of Business

Breakdown, Recovery, Vehicle Transport and Related Services

Company: Kingslake Recovery Limited
Trading Name: Kingslake Recovery Limited
Address: Unit K, Crow Lane, Chedzoy, TA7 8QP
Telephone: 0333 335 5465
Email: office@kingslakerecovery.co.uk
Effective Date: 06.09.2021

These Terms and Conditions apply to all breakdown, roadside assistance, accident recovery, vehicle recovery, vehicle transport, storage, repair, mobile servicing and related services provided by **Kingslake Recovery Limited**.

By placing a booking, authorising work, accepting attendance or using our services, the customer agrees to be bound by these Terms on their own behalf and, where applicable, on behalf of their insurer, agent, customer, principal, repairer or representative.

1. Definitions

1.1 In these Terms:

- (a) **"Company", "we", "us" and "our"** means Kingslake Recovery Limited.
- (b) **"Customer", "you" and "your"** means the person, business, insurer, agent, repairer, principal or organisation requesting, authorising or paying for the service.
- (c) **"Vehicle"** means the vehicle, trailer, caravan, load or item we are asked to attend, recover, move, store, repair or transport.
- (d) **"Service"** means breakdown attendance, roadside assistance, accident recovery, recovery, transport, collection, delivery, winching, loading, unloading, storage, repair, mobile servicing or related work.
- (e) **"Scene"** means the roadside, accident location, private land, car park, workshop, storage yard, home address or any location where the vehicle is situated.

2. Scope of Service

2.1 We will provide the service agreed at booking or subsequently agreed at scene.

2.2 The service provided may depend on:

- (a) The accuracy of the information supplied by the customer.
- (b) The vehicle's condition, size, weight, location and accessibility.
- (c) Road, weather, traffic and safety conditions.
- (d) Availability of suitable staff, equipment and recovery vehicles.
- (e) Police, highways, landowner, insurer, contract or legal restrictions.

2.3 We may use our own staff, agents, contractors or subcontractors to provide all or part of the service.

2.4 We may refuse or stop work where we reasonably consider it unsafe, unlawful, unsuitable or impractical to continue.

3. Attendance Times and Delay

3.1 Any attendance, collection, delivery or completion time given is an estimate only.

3.2 Time is not of the essence unless expressly agreed in writing by a director or authorised manager of the Company.

3.3 We will use reasonable efforts to attend, collect, repair, deliver or complete work within any estimated time.

3.4 We are not responsible for delays caused by:

- (a) Traffic, weather or road conditions.
- (b) Road closures, police, highways or emergency service instructions.

- (c) Previous emergency work or operational demand.
- (d) Non-availability or late supply of parts.
- (e) Incorrect information supplied by the customer.
- (f) Vehicle access problems.
- (g) Circumstances outside our reasonable control.

4. Payment, Release of Vehicles and Account Customers

- 4.1 Unless otherwise agreed in writing, payment is due before dispatch, at scene, before unloading, before release of the vehicle or immediately upon completion of the service.
- 4.2 We may require payment, a deposit or a guarantee of payment before work is undertaken.
- 4.3 We may refuse to release any vehicle, goods or property in our custody until all charges have been paid in full and cleared funds have been received.
- 4.4 Account customers must pay within the agreed account terms. If no specific account terms have been agreed, payment is due within 30 days from invoice date.
- 4.5 The customer remains liable for payment even where they expect payment or reimbursement from an insurer, warranty provider, repairer, fleet operator or third party.
- 4.6 All prices are subject to VAT where applicable.

5. Estimates, Quotes and Additional Charges

- 5.1 Verbal estimates are given as an approximate guide only and are not binding unless confirmed in writing.
- 5.2 Written estimates are based on the information available at the time and may change if:
 - (a) The vehicle is not as described.
 - (b) The location, distance or access differs from the information supplied.
 - (c) The vehicle does not roll, steer, brake or load as expected.
 - (d) Keys are unavailable.
 - (e) Skates, winching, specialist equipment or additional staff are required.
 - (f) Accident damage, mechanical failure or hidden issues are discovered.
 - (g) Parts, materials, subcontractors, storage, parking, tolls or third-party costs are required.
- 5.3 A charge may be made for preparing an estimate, inspection, attendance or diagnosis.

6. Cancellation and Allocation of Resources

- 6.1 For pre-booked work, the customer may cancel or rearrange the booking by giving at least 24 hours' notice before the scheduled attendance, collection, recovery, transport or repair time.
- 6.2 If at least 24 hours' notice is given, no cancellation charge will normally apply, except for third-party costs, special-order parts, subcontractor costs or other costs already reasonably incurred.
- 6.3 If less than 24 hours' notice is given, we may charge a reasonable cancellation fee.
- 6.4 Once a booking is placed, we may begin allocating resources immediately. This may include:
 - (a) Control-room administration.
 - (b) Job planning.
 - (c) Driver or technician allocation.
 - (d) Vehicle allocation.
 - (e) Equipment preparation.
 - (f) Route planning.

(g) Contacting garages, insurers, repairers, storage sites or third parties.

(h) Engaging subcontractors or external recovery providers.

6.5 The customer accepts that costs may be incurred as soon as the booking is placed, even before a recovery vehicle, technician or subcontractor arrives at scene.

6.6 If a booking is cancelled after resources have been allocated, we may charge for work already carried out and costs already incurred.

6.7 If a driver, technician, recovery vehicle or subcontractor has already been dispatched, or has arrived at scene, the customer may be charged for:

(a) Call-out.

(b) Mileage.

(c) Waiting time.

(d) Administration.

(e) Subcontractor charges.

(f) Equipment costs.

(g) Any other reasonable costs incurred.

6.8 For emergency breakdown, accident recovery or immediate attendance bookings, the customer authorises us to begin work straight away and accepts liability for reasonable charges and costs incurred before cancellation.

6.9 Nothing in this clause removes any statutory rights that cannot legally be excluded.

7. Customer Responsibilities

7.1 The customer must provide accurate information, including:

(a) The vehicle registration, make, model and approximate weight.

(b) The vehicle's exact location.

(c) Whether the vehicle is on a motorway, live lane, hard shoulder, verge, private land, car park, driveway or workshop.

(d) Whether the vehicle rolls, steers and brakes.

(e) Whether keys are available.

(f) Any accident damage, flat tyres, missing wheels, locked wheels, suspension damage, steering damage, brake damage, fire damage, battery damage, fluid leaks or other hazards.

(g) Whether skates, winching, lifting, specialist equipment or additional staff may be required.

7.2 The customer must ensure they have authority to request recovery, repair, storage, transport or movement of the vehicle.

7.3 The customer must follow reasonable safety instructions given by our staff, agents or contractors.

7.4 The customer must remove valuables, personal possessions, tools, business goods and loose items from the vehicle wherever possible.

8. Authority to Move, Drive or Handle Vehicles

8.1 By booking or authorising the service, the customer authorises us and our staff, agents or contractors to drive, move, winch, load, unload, store, inspect and otherwise handle the vehicle where reasonably necessary.

8.2 We will take reasonable care of the vehicle while it is in our custody and control.

8.3 We are not responsible for personal property, tools, goods, stock or belongings left in the vehicle unless loss or damage is caused by our negligence.

8.4 If the customer instructs us to leave a vehicle outside our premises, another premises or an unattended location, the vehicle is left there at the customer's risk once delivered as instructed.

9. Damage Waiver and Existing Vehicle Condition

9.1 Recovery and transport may involve risk, especially where the vehicle is accident damaged, immobilised, has no keys, locked wheels, flat tyres, missing wheels, damaged suspension, steering or brakes, low ground clearance, fire damage, battery damage or is located in a difficult or unsafe position.

9.2 We may photograph, inspect and record the vehicle's condition before recovery, transport or repair.

9.3 We may require the customer to sign a damage waiver or risk acknowledgement before proceeding.

9.4 The damage waiver records that the customer understands the risks associated with the required method of recovery or movement.

9.5 A damage waiver does not exclude liability for our negligence or failure to use reasonable care and skill.

9.6 We are not responsible for pre-existing damage, hidden defects, corrosion, weakened components, seized brakes, locked drivetrains, mechanical failure, electrical failure or damage arising from the vehicle's existing condition, unless caused by our failure to use reasonable care and skill.

9.7 If the customer refuses to sign a required damage waiver, we may refuse to proceed, offer an alternative method at additional cost, or charge for attendance and costs already incurred.

10. Refusal at Scene and Unsafe Work

10.1 We may refuse, suspend or stop work where we reasonably believe that continuing would be unsafe, unlawful, unsuitable or likely to cause unreasonable risk.

10.2 Refusal may apply where:

- (a) The scene is unsafe.
- (b) The vehicle is in a dangerous road position.
- (c) Police, highways or traffic management support is required.
- (d) The vehicle is overloaded, unstable, too heavy or unsuitable for the equipment dispatched.
- (e) The vehicle is not as described at booking.
- (f) Access is restricted or unsuitable.
- (g) The customer refuses payment.
- (h) The customer refuses to follow safety instructions.
- (i) The customer refuses to sign a required damage waiver.
- (j) Any person at scene is abusive, threatening, violent, intoxicated or obstructive.
- (k) The work may make the vehicle unsafe or may be unlawful.

10.3 If service is refused or stopped at scene, the customer may still be charged for call-out, attendance, mileage, waiting time, administration, subcontractor costs and other reasonable costs incurred.

11. Repairs, Parts and Temporary Roadside Work

11.1 Any repair work carried out by us will be performed with reasonable care and skill.

11.2 Roadside repairs and temporary repairs are intended to assist the customer at the time and may not be a permanent repair.

11.3 The customer should have any temporary or roadside repair checked by a suitable repairer before returning the vehicle to normal use.

11.4 Replaced parts become our property unless the customer requests their return before work begins, except where parts are exchange units, warranty parts or required to be retained by a supplier or manufacturer.

11.5 Repair guarantees, if offered, apply only to the specific repair carried out and do not apply to unrelated faults, misuse, wear and tear, further damage, temporary roadside repairs or faults caused by other vehicle defects.

12. Storage, Lien and Uncollected Vehicles

12.1 Storage charges may apply if a vehicle is not collected immediately after recovery, repair, release, completion of work or notification that it is ready for collection.

12.2 Storage will be charged at our prevailing rate, available on request.

12.3 We have a lien over any vehicle, goods or property lawfully in our possession for all sums owed to us by the customer.

12.4 We may retain the vehicle, goods or property until all outstanding charges are paid in full.

12.5 If a vehicle, goods or property remain uncollected, we may exercise our rights under applicable law, including the Torts (Interference with Goods) Act 1977.

12.6 Where legally permitted, we may sell uncollected goods or vehicles after giving appropriate notice. Sale proceeds may be used to deduct outstanding charges, storage, administration, sale costs and other expenses, with any balance returned to the person legally entitled to it.

13. Third-Party Contracts and Authorities

13.1 Where the service is carried out under or connected to a third-party scheme, including police contracts, highways contracts, insurer contracts, fleet contracts, motor club contracts or statutory recovery schemes, the terms, charges and requirements of that scheme may apply.

13.2 Where those third-party terms conflict with these Terms, the third-party scheme terms may take priority where required by contract, law or authority instruction.

14. Liability

14.1 We will provide the service with reasonable care and skill.

14.2 We are not liable for:

- (a) Pre-existing damage.
- (b) Hidden damage.
- (c) Mechanical or electrical failure not caused by us.
- (d) Loss caused by inaccurate information supplied by the customer.
- (e) Loss caused by unsafe, unsuitable or defective vehicle condition.
- (f) Loss of personal belongings or business goods left in the vehicle, unless caused by our negligence.
- (g) Delay caused by matters outside our reasonable control.
- (h) Indirect loss, loss of profit, loss of business or loss of opportunity, except where such exclusion is not permitted by law.

14.3 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability that cannot legally be excluded.

15. Complaints and Dispute Resolution

15.1 Any complaint or dispute about charges, work carried out, alleged damage or service quality should be raised with us as soon as reasonably possible.

15.2 Complaints should be sent to:

Email: office@kingslakerecovery.co.uk
Telephone: 0333 335 5465
Address: Unit K, Crow Lane, Chedzoy, TA7 8QP

15.3 The customer should provide:

- (a) Their name and contact details.
- (b) The booking reference or invoice number.
- (c) The vehicle registration.
- (d) The date and location of the service.
- (e) Details of the complaint.
- (f) Photographs, estimates or evidence where relevant.

15.4 We will review the matter and take reasonable steps to resolve the complaint.

16. Data Protection

16.1 We may collect and use personal information to manage bookings, provide services, process payments, deal with complaints, maintain records, liaise with insurers or third parties and comply with legal obligations.

16.2 We may record job details, calls, messages, photographs, location information, vehicle condition records and payment information.

16.3 Personal information will be handled in accordance with applicable data protection law.

17. Governing Law

17.1 These Terms are governed by the laws of England and Wales.

17.2 Any dispute will be dealt with by the courts of England and Wales, unless consumer law gives the customer the right to bring proceedings elsewhere in the UK.

18. Acceptance

18.1 By placing a booking, authorising work, accepting attendance or using our services, the customer confirms that:

- (a) They have read and understood these Terms.
- (b) They have authority to request the service.
- (c) The information provided is accurate to the best of their knowledge.
- (d) They accept the cancellation, damage waiver, refusal at scene, storage and payment terms.
- (e) They agree to pay all charges properly due.