



### 1. Definitions

1.1 "The Company" refers to Ystrad Service Centre Ltd

1.2 "The Customer" refers to the person, partnership, limited company, or other legal entity, who agrees to services and/or parts being provided by Ystrad Service Centre Ltd.

1.3 "The Conditions" refers to the terms and conditions of Ystrad Service Centre Ltd's operations set out here and any special terms and conditions agreed in writing by a Director, Company Secretary, or other member of this Company's management team, acting for and on behalf of Ystrad Service Centre Ltd.

1.4 Save where the context forbids, the expression 'vehicle' wherever used in these Conditions includes car, lorry, van, trailer, caravan, invalid carriage and cycle and as a separate unit or otherwise, engine, axle, gearbox, clutch, generator, starter, battery, and each and every component of a vehicle.

### 2. Conditions

2.1 These Conditions shall apply to all contracts for any workshop based service and related parts provided by the Company to the Customer to the exclusion of all other terms and conditions including any terms and conditions the Customer may purport to apply under any purchase order, confirmation of order, or similar document.

2.2 Agreement by the Customer of any work to be carried out by the Company shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

2.3 No alteration or qualification of these Conditions shall be effective unless in writing and signed on behalf of the Company by a Director or a duly authorised officer of the Company. No other person has any authority to alter or qualify in any way these Conditions or to enter into any contract for work for any of the purposes set out on behalf of the Company otherwise than on such Conditions.

### 3. The Price and Payment

3.1 The price of the service and part(s) provided shall be the price agreed between the Company and the Customer at the time the Customer agrees to work being carried out. This price may vary dependent upon any change in part prices, additional labour being required or change in specialist charges which may come into effect at the time the work is completed and which is beyond the control of the Company. The price of the work carried out is inclusive of VAT unless otherwise stated, where applicable, VAT shall be due at the rate ruling on the date that the VAT invoice is drawn.

3.2 Payment of the price and VAT shall be due immediately upon completion of work.

3.3 The Company may at its discretion require payment of a non-refundable deposit at the point at which the Customer makes a booking with the Company.

3.4 Any work carried out or parts supplied in relation to a vehicle by the order of any driver in the Customer's employ or by any person who is reasonably believed to be acting as the Customer's agent or by the order of any person to whom the Company is entitled to make delivery of the vehicle shall be paid for by the Customer.

### 4. Remedies for Late Payment & Lien

4.1 Interest on debt shall accrue from the date of the invoice unless a written agreement is in place between the Company and Customer giving an agreed payment period. Interest will accrue from day to day until the date of payment at the statutory rate (8% above the base rate of the Bank of England applicable on the date the debt becomes due). This figure may change from time to time dependent upon the interest figures in force by the Bank of England at the time payment of an invoice is due, interest will accrue until settlement is reached or until any Court Judgement is made.

4.2 In the event that an invoice is not paid on or before its due date, all sums due and owing to the Company from the Customer shall become immediately payable and subject to clause 4.1 above.

4.3 The Company shall be entitled to recover from the Customer all administrative, collection and legal costs incurred by it in recovering overdue amounts and all sums that become immediately payable.

4.4 Without prejudice to any of the Company's other rights, the Company may, in the event that any sum is not paid on or before its due date, suspend the service it provides to the Customer. Any parts provided to the Customer by the Company remain the property of the Company until all amounts owed are paid.

4.5 The Company shall have a general lien on a vehicle and all its contents for all monies owing to the Company by the Customer on any account whatsoever, the Company shall be entitled to charge storage during any period in which the vehicle is retained by virtue of the lien.

4.6 If the Customer's indebtedness to the Company is not satisfied within three months from the first account rendered to the Customer, the Company may without notice, sell the vehicle and/or the contents thereof by public auction or private treaty. The net proceeds of the sale shall be applied towards satisfying monies due from the Customer to the Company and any balance shall be paid by the Company to the Customer on demand.

### 5. Title and Risk

5.1 Any work carried out by the Company at the request of the Customer will be at the Customer's risk from the point of completion of work to the Customer's satisfaction in spite of delivery. Title of any parts shall not pass from the Company to Customer until all relevant and outstanding invoices and VAT have been paid in full and at such a time that no other sums whatsoever are due from the Customer to the Company.

### 6. Disputes Procedure and Jurisdiction

6.1 Any and all contracts entered into between the Company and the Customer shall be governed by the laws of England and Wales and all disputes arising out of any contract between the Company and the Customer shall be subject to the exclusive jurisdiction of the courts of England and Wales. In the event that the Customer is dissatisfied with the service carried out by the Company, the Customer should first make contact with the Company in order to try and resolve the matter. The Company has a complaints procedure in place and complies with the Data Protection Act.

### 7. Estimates

7.1 Estimates are valid for 14 days from render, where instructions are not received from the Customer in response to an estimate within 28 days from despatch, the Company may charge its storage rates from the date the vehicle was received until its collection. The Company does not as a general rule apply a storage charge pending instructions if the work is ultimately carried out by the Company and duly paid for.

7.2 All estimates by the Company are based on the current cost to the Company of labour, material and parts at the date of estimate, in the event of any variation occurring before or after acceptance the Company may, if it thinks fit, require the Customer to pay on completion of the work any increase due to such variation.

7.3 If no price is stated or if part only of the work covered by the estimate is carried out the Company shall be entitled to charge a reasonable and proper price for the work done (including any stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for materials and parts supplied.

7.4 If in the opinion of the Company it is impractical for any reason to carry out any of the work it is instructed to carry out it shall be entitled to refrain from carrying out or completing such work (notwithstanding that an estimate may have been given thereof) and to carry out only such work as in the opinion of the Company may be practicable.

7.5 Variation of any kind in the estimate or the scope of the repair or the prices chargeable or otherwise howsoever shall be subject to all these conditions and so that any such variation shall not be deemed to constitute or create a new or separate contract and the original contract shall remain in force but as so varied. No act of commission or omission by the Company in relation to any vehicle shall constitute a 'deviation from the contact' nor shall any such act disentitle the Company to the benefit of any of these conditions.

## **8. Workshop Bookings & Repair Time Estimates**

8.1 The Company uses an electronic booking system for all workshop bookings, at the time of making a booking, the Customer shall be required to provide the registration number of their vehicle and their contact details. Where a mobile number and email address has been provided, the Customer will receive SMS and email confirmation of their booking and a further reminder confirming the date and time of their booking, data provided to the Company shall be handled according to the Company Privacy Policy.

8.2 Repair time estimates are taken from Autodata and/or Haynes where available or otherwise drawn from the professional experience of the Company and its employees.

8.3 Repair time estimates may be extended by the Company where additional work is required, the Company shall notify the Customer should such a situation arise.

8.4 Every endeavour will be made to complete work by the time desired but the Company shall not be liable for any delay howsoever occasioned, notwithstanding that a definite date for completion may be specified.

8.5 A cancellation fee of up to 30% of the retail price and VAT of any parts ordered shall be payable by the Customer in the event the Customer cancels their job booking.

## **9. Vehicle Collection**

9.1 Where in any case a driver who so far as the Company is aware, has the authority to collect the vehicle, collects the same, the Company shall not be responsible for any loss or damage resulting on the grounds that such driver had in fact no such authority and this notwithstanding that delivery may have been made without payment of the Company's account. It shall not be obligatory upon the Company to seek confirmation of the authority of any person reasonably believed to be then or to have been at some time connected with the Customer.

9.2 The Company may, at the request of the Customer, arrange transport of their vehicle to and from the Company premises by utilising the services of a third party chosen entirely at the discretion of the Company.

9.3 The Company is not responsible for loss or damage to the Customer's vehicle whatsoever and however occasioned during the transportation of said vehicle to and from the Company premises or the loading and unloading of the vehicle at the Company premises.

## **10. Vehicle Usage**

10.1 In connection with any inspection, repair or contemplated repair or other purposes for which a vehicle is accepted by the Company, testing, taking the vehicle to a specialist, demonstrations, etc., the Customer is deemed, unless express written notice is given to the contrary, to have authorised the driving of the vehicle on the road or elsewhere.

## **11. Vehicle Damage & Property Loss**

11.1 Except in the case of consumer transactions the Company shall not be held responsible for loss or damage to vehicles whatsoever and however occasioned, except when such loss or damage is caused by the negligence or deliberate act of the Company or its employees. Under no circumstances will the Company accept liability for loss or damage outside its control or for any indirect or consequential loss or damage, except direct physical damage to persons or property.

11.2 The Company shall not be held responsible for any loss or damage to personal property left in the Customer's vehicle whatsoever and however occasioned, the Company strongly advises that all personal property be removed from the vehicle prior to it being left at the Company premises.

## **12. Warranty**

12.1 The Customer shall be entitled to the benefit of any warranty to which the Company is entitled as against the manufacturer of parts and materials supplied or any sub-contractor.

12.2 Work carried out by the Company is warranted against failure due to defective workmanship for a period of six months or 6000 miles, whichever occurs first.

12.3 The Company shall only extend a warranty to repairs undertaken and does not cover progressive fault diagnosis, this does not affect the Customer's statutory rights.

12.4 The Company shall not, under any circumstances and howsoever occasioned, accept the cost of transporting the Customer's vehicle to and from the Company premises in relation to warranty repairs.

## **13. Specific Warranty Exclusions**

13.1 The Company shall not warrant engine rebuild work where a failure, upon investigation is determined to have been caused by oil starvation, fuel starvation, improper fuel octane level, misuse or any other condition beyond the reasonable control of the Company.

13.2 The Company shall not warrant gearbox rebuild work whereby the Customer's vehicle is operating on other than stock ECU calibration that has been provided by a third party or where it is determined the gearbox has been filled on any occasion with transmission fluid otherwise approved by the Company or the vehicle manufacturer.

13.4 The Company shall not warrant gearbox rebuild work against failure or consequential loss where the failure is determined to have been caused by a failure of the gearbox mechatronic unit.

13.5 The Company shall not warrant against failure or consequential loss any part(s) that is refitted to the Customer's vehicle during the provision of any of its services.

13.6 The Company shall not warrant against failure or consequential loss any part(s), used or otherwise, that has been supplied to the Company by the Customer as per Condition 19.

## **14. Vehicle Storage**

14.1 The storage fee is £25 + VAT per day (correct as of 04/01/2022).

14.2 The storage fee shall become payable by the Customer where their vehicle is not collected and their invoice settled in full within one working day following completion of work.

14.3 The Customer shall be liable to pay the Company a fee of £250 + VAT per day where their vehicle is immobilised on a vehicle lift resulting in said lift being unusable for the completion of other tasks where the cause of the immobilisation is due to factors beyond the reasonable control of the Company.

## **15. Abandoned Parts**

15.1 All parts removed by the Company in the course of its work shall, if not claimed by the Customer within 7 days after the completion of work, be deemed to be wholly abandoned to the Company and thus, become the Company's absolute property accordingly.

## **16. Customer Notice**

16.1 Any notice to the Customer posted to their last known address shall be deemed good notice.

## **17. Labour Rates & Additional Charges**

17.1 The Company's workshop labour rate is currently £75.00 + VAT per hour (correct as of 01/01/2022) and is subject to change without notice.

17.2 Workshop bookings are subject to a minimum of half an hour of labour, beyond the initial half hour, labour will be charged in 30 minute segments rounded up, for example; 2 hours and 5 minutes shall be invoiced to the Customer as 2.5 hours.

17.3 The Company's alignment packages are priced to include a pre-set period of labour, one hour for basic alignment, two and a half hours for alignment and ride height adjustment and three hours for alignment and corner weighting, any additional time required shall be invoiced to the Customer as per Condition 17.2.

17.4 Where the Customer's vehicle has been left in the custody of the Company with insufficient fuel, the Customer shall be charged a fuelling fee of £50 + VAT in addition to the cost of any fuel required by the Company to complete the provision of its services.

### **18. Free Fitting Promotions**

18.1 The Company may offer free fitting on selected parts, for the sake of regularity, where such an offer is made to the Customer, free fitting shall be defined as the period of labour required to fit the specific part based on labour fitting times as per Condition 8.2.

18.2 Where the time required to fit the specific part exceeds the estimated labour fitting time, the additional time required shall be invoiced to the Customer based on the hourly labour rate as per Condition 17.1 and 17.2.

### **19. Customer Supplied Parts**

19.1 Where the Customer provides parts for the Company to fit, be they used or otherwise, the Customer does so at their own risk. The Company is under no obligation to provide any advice or guidance as to the suitability of such parts, any such advice or guidance provided will serve as an opinion only.

19.2 The Company will work under the assumption that such parts have been provided to the Company by the Customer in a fit and fully functional state.

19.3 The Company will not warrant Customer supplied parts, be they used or otherwise, furthermore the Company wholly rejects all claims of liability or consequential loss caused by the failure of Customer supplied parts.

### **20. Remapping**

20.1 Remapping services (ECU calibration) are offered to the Customer entirely at their own risk and discretion, the Company shall not be held liable for any fault, be it mechanical or electrical, or component failure that becomes apparent as a direct or indirect consequence of its remapping services.

20.2 The Customer's vehicle must be presented to the Company in a mechanically fit and roadworthy condition, where an underlying fault is obviously present or otherwise identified, the Company reserves the right to withdraw the offer of its remapping services.

20.3 Increasing the performance of an engine will exert additional stresses on various mechanical components, the Company makes no claims as to the suitability of remapping any vehicle presented by the Customer nor does the Company extend a warranty, implied or otherwise, to the Customer's vehicle.

20.4 Software provided to the Customer by the Company shall be regarded as the intellectual property of the Company or the third-party software provider where applicable. Sharing, copying or modifying such software is strictly prohibited, the Company reserves the right to pursue any appropriate legal remedy in order to protect its intellectual property or that of its third-party software providers.

20.5 Engine BHP and torque gains quoted by the Company are provided to the Customer in good faith but serve as an estimate only, the Company cannot and does not guarantee quoted figures will be achieved.

20.6 The Company offers a seven-day money back guarantee with its IGT-R REMAPPING software, the Customer must return their vehicle to the Company within seven days from the invoice date, the Company shall endeavour to reinstall the vehicle's stock ECU software (or the software originally read from the Customer's vehicle's ECU) and provide the Customer with a refund, the Company reserves the right to deduct a reasonable labour charge from the Customer's refund.

### **21. Dynamometer Testing**

21.1 The Customer's vehicle must be presented to the Company in a mechanically fit and roadworthy condition, where an underlying fault is obviously present or otherwise identified, the Company may withdraw the offer of its dyno testing service.

21.2 This service is offered to the Customer entirely at their own risk and discretion, the Company shall not be liable for any fault, be it mechanical or electrical, or component failure that may be caused either directly or indirectly by the operation of the dynamometer.

21.1 The inability of the Company to provide the Customer with a measured result shall not entitle the Customer to a refund where an attempt has been made to measure the performance of the Customer's vehicle.

21.3 Where the ground clearance of the Customer's vehicle is less than the manufacturer's design specification, the Company shall not accept liability for any physical or cosmetic damage to the Customer's vehicle howsoever occasioned during the process of loading and unloading the Customer's vehicle onto the dyno except when such loss or damage is caused by the negligence or deliberate act of the Company or its employees.

21.4 No unauthorised person shall be permitted entry to the dyno bay or be permitted to stand immediately behind the dynamometer during its operation, death and/or serious injury can occur.

### **Additional Definitions**

1. For the sake of regularity, engine rebuild work is defined by the Company as the service whereby the Company is solely responsible for the provision of new parts required, removal of the engine from the Customer's vehicle, strip down of the engine, rebuilding of the engine, refitting of the engine into the vehicle, initial engine start-up testing, completion of the engine running in procedure, the ECU calibration and, after an agreed period of time, the initial engine oil service and final vehicle check.

2. For the sake of regularity, gearbox rebuild work is defined by the Company as the service whereby the Company is solely responsible for the provision of new parts required, removal of the gearbox from the Customer's vehicle, strip down of the gearbox, rebuilding of the gearbox, refitting of the gearbox into the vehicle, the ECU calibration (unless the vehicle is stock) and initial testing.

3. For the sake of regularity, remapping is a service provided by the Company whereby the engine control unit software is overwritten with new modified parameters with the stated aim of improving the performance of a vehicle's engine, as this service is a modification, the Customer is hereby notified that they are legally required to inform their insurer.

4. For the sake of regularity, dyno testing is a service whereby the Company shall use its chassis dynamometer to attempt to measure the performance of a vehicle, this is done by completing a full throttle run in a chosen gear.