

# Valoroso Race and Restoration Services Limited

## Terms, Conditions Warranty & Guarantee

The following terms form the basis of Valoroso Race and Restoration Services Limited ("Valoroso") trading agreement with clients. Commissioning Valoroso is on the understanding and agreement of our terms and conditions on a contractual basis.

### 1. Rates & Charges:

- 1.1. If an estimate of work is unable to be supplied by Valoroso, the customer(s) will be charged at Valoroso's hourly rate of £85.00 p/h, plus all parts/materials/specialist services/consumables required, plus VAT at current rate (if applicable).
- 1.2. Valoroso's minimum charge for work is £42.50 p/30mins. All Valoroso's labour rates will be calculated up to the following 30mins.
- 1.3. Any changes, alterations or additional work required other than specified in the estimate supplied to the customer(s) by Valoroso, will be charged at Valoroso's hourly rate of £85.00 p/h, plus all parts/materials/specialist services/consumables required, plus VAT at current rate (if applicable). All additional work will be itemised in the final invoice.
- 1.4. Any job classed as 'fault finding' or 'problem solving' will be charged at Valoroso's hourly rate of £85.00 p/h, plus all parts/materials/specialist services/consumables required, plus VAT at current rate (if applicable). All additional work will be itemised in the final invoice.
- 1.5. If the customer requests changes to the original request/specification following completion of the work, these changes will be charged at Valoroso's hourly rate of £85.00 p/h, plus all parts/materials/specialist services/consumables required, plus VAT at current rate (if applicable).
- 1.6. If the customer requires collection/delivery the charges will be calculated on an hourly rate of £85.00 p/h, plus VAT at current rate (if applicable) plus all fuel & travel expenses. This will be itemised on the final invoice.
- 1.7. Any fuel purchases required for running/road testing will be totalled and added to the final invoice.
- 1.8. All postage/courier/collection & delivery charges will be itemised and added to the final invoice. Postage/courier/collection & delivery charges are not included in any estimate of work supplied by Valoroso.
- 1.9. Due to the high demand of work and limited workshop space, Valoroso insists customers collect their car within 7 calendar days of receipt of the final invoice. Any later than 7 days will result in storage charges being applied at £5.50 per day plus VAT

(if applicable) at the current rate until collected. The vehicle will be free to leave the premises once the final invoice and any storage charges that have been incurred have been paid in full.

1.10. Valoroso's terms of payment are strictly on the invoicing date. After 7 calendar days, vehicle(s) will be removed from workshop into Valoroso's storage facility. Storage charges will be applied at £5.50 per day plus VAT (if applicable) at the current UK rate until the invoice is settled in full. If the invoice is for a stage payment, work on the vehicle(s) will halt and storage charges will still be applied at Valoroso's storage rate of £5.50 per day. All storage charges will be itemised and added in the final invoice upon completion. Vehicles will be free to leave the premises once storage charges have been paid in full.

1.11. Valoroso's liability is limited to the final value fee of the contract.

## **2. Restoration, Race Car Preparation & Paintwork:**

2.1. Valoroso works with a number of partners and supplied estimates by Valoroso are valid for 30 days from date on estimate, estimates supplied by partners are subject to their terms and conditions.

2.2. Estimates supplied by Valoroso and partners are based solely on the able inspection of the vehicle and supplied and available information and the date of viewing. The supplied estimate may change once work has commenced and the overall condition of the vehicle and components has been inspected in further detail.

2.3. Valoroso does not accept any responsibility for the condition of the customer's vehicle in which it is received.

2.4. When possible, Valoroso welcomes and encourages the customer(s) to view the work in progress on their car, allowing any alterations or changes to be made as the customer(s) requires, whilst the work is in progress. (Making changes at customers requests may incur additional charges and alter and estimate of work supplied).

2.5. Classic car restoration and race car preparation are a timely process and under no circumstances will Valoroso be rushed where by the quality or standard of work may be affected.

2.6. Valoroso accepts no responsibility for any extra labour, parts, materials, specialist services or consumables required, resulting in any delay of estimated completion date.

2.7. Valoroso and its partners use modern products and sealants to assist in postponing future corrosion issues. Under no circumstance does Valoroso offer any warranty/ guarantee or accept responsibility for future corrosion on original marque panels or second hand panels supplied with the customers vehicle at the time of preparation/ paintwork.

- 2.8. Valoroso reserves the right to refuse to use body panels that Valoroso deem unusable/ non repairable/corroded/deformed that will affect the overall quality of the restoration works completed. Valoroso will contact the customer if body panels are deemed unfit for purpose. All body panels purchased on behalf of the customer carry the suppliers guarantee, thus being able to guarantee the quality and future life of the restoration works completed.
- 2.9. All bare metal re-sprays completed by Valoroso's partners are subject to their terms and conditions. Should any issues arise within the 6 month warranty period, Valoroso will work with the partner to warranty any paint defects/purchased components or craftsmanship. Valoroso does not offer any guarantee/warranty on non-bare metal paintwork and will accept no responsibility for damage caused to bodywork/paintwork by the customer before or after collection/delivery. Valoroso's warranty excludes defects that are caused by extreme environmental or poor storage conditions to which the vehicle may be exposed. Valoroso does not offer any corrosion guarantee or warranty on original or second hand marque inner/outer body panels. It is the customer's responsibility to maintain and protect the paintwork of his/hers vehicle once a re-spray has been completed and left our premises. Valoroso holds no responsibility for stone chips, scratches or dents to the vehicle once the vehicle has left the premises.
- 2.10. Valoroso's full restorations carry a full 6 month warranty (beginning from the date of final invoice). Should any issues arise within the 6 month warranty period, Valoroso's warranty will cover any defective parts/components. Valoroso will accept no responsibility for damage caused to bodywork/paintwork by the customer before or after collection/delivery. Valoroso's warranty excludes defects that are caused by extreme environmental or poor storage conditions to which the vehicle may be exposed. It is the customer's responsibility to maintain and protect the paintwork of his/hers vehicle once a re-spray has been completed and left our premises. Valoroso holds no responsibility for stone chips, scratches or dents to the vehicle once the vehicle has left the premises.
- 2.11. Any tampering (modifications, enhancements, removal, separation) of any of the restoration works carried out by Valoroso, by either the owner or a party other than Valoroso, invalidates all guarantee/warranty of the work carried out by Valoroso.
- 2.12. Under no circumstance does Valoroso accept any responsibility for damage or misadventure once the customer's vehicle has left our premises. Any damage or misadventure invalidates any warranty/guarantee by Valoroso.
- 2.13. Valoroso does not accept any responsibility for the way a customer(s) stores or maintains his/her car that may affect the quality and life of the restoration works completed.
- 2.14. It is the policy of Valoroso that if any warranty work is to be carried, it is the customer's responsibility to return/deliver the vehicle back to Valoroso's premises within the warranty period to be adjusted/repaired. Once completed, it is the responsibility of the customer to collect the vehicle from Valoroso's premises.

### **3. Parts, Materials, Services:**

- 3.1. The estimated price of parts is calculated based on our experience, similarly previous jobs and final invoices. We cannot be held accountable for sudden price increases of parts, materials or specialist services which may increase the estimated price of parts.
- 3.2. The parts prices estimated on Valoroso's estimates exclude VAT and are only to be used as a guide based on our experience, similarly previous jobs and final invoices.
- 3.3. Valoroso is not a parts manufacture/supplier and purchases all of its parts as required. Where possible Valoroso will use as many of the customers original parts to retain as many original features of the car as possible. Valoroso accepts no responsibility for original parts being missing or those that are damaged, unusable or unable to be restored. Valoroso will replace all parts as deemed necessary from the customer's vehicle in order to complete the job correctly, safely and to a high standard.
- 3.4. Valoroso accepts no responsibility for any extra parts, materials or specialist services that may be required additional to the estimate supplied in order to complete the job correctly, safely and to a high standard.
- 3.5. Valoroso accepts no responsibility for any delay in receiving parts, materials or specialist services required to complete the job resulting in any delay of the estimated completion date.
- 3.6. Valoroso insists on using the best quality parts available and we draw on our experience for obtaining and using the best quality parts for our jobs. Valoroso accepts no responsibility for ill-fitting parts/components where an alternative is unavailable.
- 3.7. Valoroso accepts no responsibility for failure of parts purchased from suppliers on behalf of the customer.
- 3.8. Any parts purchased by Valoroso on behalf of the customer and found to be faulty must be returned to Valoroso with 30 days of the final invoice date to receive an exchange/refund.
- 3.9. Valoroso does not guarantee the quality of original marque or equivalent second-hand components and will not accept the responsibility of any failure of original marque or equivalent second –hand components.
- 3.10. Any original/second hand parts purchased on behalf of / for the customer by Valoroso will have been purchased knowing that on the purchase date the part is not damaged and in usable condition.
- 3.11. All parts, materials, specialist services and consumables purchased on behalf of the customer will be itemised in the final invoice and must be paid in full before the items/ vehicle leaves Valoroso's premises.

#### **4. Engine, Gearbox & Competition:**

- 4.1. Valoroso does not offer any warranty for work carried out on cars competing in MSA, FIA, test meetings, test days, track days or any equivalent competition events.
- 4.2. All engine, gearbox and transmission work are subject to Valoroso's partners terms and conditions. (With the exemption of race, rally, track day or any endorsed motorsport event cars). Any tampering (modifications, enhancements, removal, separation) of the engine, gearbox or transmission by either the owner or specialist other than ourselves invalidates the warranty of the work carried out by Valoroso and that ion their partner.
- 4.3. Valoroso does not offer any warranty/guarantee on original marque castings or machined components (Engine blocks, cylinder-heads, crankshafts, camshafts, gearboxes, overdrives, rear axles, differentials).
- 4.4. Valoroso's partners may insist on crack testing all second hand/original engine components to ensure that at the time of assembly all parts used to Valoroso and its partners knowledge are usable and fault free.

#### **5. Car Sales:**

- 5.1. Valoroso sales fee for selling a vehicle on behalf of the customer is 7.5% of the agreed sale figure + VAT (at current rate and if applicable).
- 5.2. It is the client's responsibility to ensure the vehicle, if purchased, is of the correct documentation and ownership. Buying a vehicle is ultimately the decision of the purchaser and not of Valoroso. The integrity of the vendor and the vehicle is for the client to re-assure themselves of and Valoroso cannot provide assurances or a guarantee.
- 5.3. A deposit of 10% of the agreed sale figure must be received before the vehicle will be classed as sold.
- 5.4. All deposits of sales are non-refundable.
- 5.5. The outstanding balance of sale must be received within 28 days after the received date of deposit. After 28 days the non-refundable deposit becomes void and the vehicle re-advertised.
- 5.6. It is strict company policy that the outstanding balance of sale must be received and cleared in Valoroso account before the vehicle leaves Valoroso's premises either being collected by the customer, or delivered to.

- 5.7. All vehicles for sale by Valoroso are private sales, sold on behalf of customers. All vehicles are sold as seen. No warranty or guarantee is supplied with any vehicle sold.
- 5.8. Although every effort would have been made to ensure the accuracy of the particulars, no responsibility is taken for error, omission or miss-statement or imperfections not stated for cars for sale by Valoroso. Buyers should satisfy themselves pre purchase of the condition and provenance of any car for sale by Valoroso and on their own judgment satisfy themselves as to whether the car accords to its description or not.

## **6. Payment:**

- 6.1. Depending on the nature, scale and value of the requested work/job, a deposit fee of no more than 20% of the estimated job value may be required prior to work commencing on a customer's vehicle.
- 6.2. Staged payments will be agreed where appropriate with clients in instances where work is likely to be in excess of two weeks. This will take effect from the date when the vehicle is taken into Valoroso's premises. Clients will be billed on a two weekly basis unless agreed otherwise with the client, but at minimum on a monthly basis.
- 6.3. Valoroso reserves the right to retain any vehicle until the outstanding balance has been paid in full.
- 6.4. It is strict company policy that no vehicle leaves Valoroso's premises, either being collected by the customer, or delivered to a customer, until payment is cleared in full and registered in Valoroso's account.
- 6.5. Valoroso's terms of payment are strictly on the invoicing date. Late payments are to incur a surcharge and/or loss of any discount offered. Interest will be added to any outstanding accounts @ 5% of the total fee owed to Valoroso, added to the account every 7 days until the account is paid in full.
- 6.6. Valoroso accepts payments by bank transfer, cheque and credit / debit card. Our preferred method of payment is bank transfer (Sort Code: 30-90-90, Account Number: 30667460), with references being made to the associated invoice number. Payments made by cheque (made payable to Valoroso Race and Restoration Services Ltd) must be cleared on every occasion before the vehicle can be collected or delivered.
- 6.7. All payments to Valoroso are to be in Pounds Stirling (GBP £). Foreign or overseas currency payments may be made with Valoroso's agreement in advance, but will incur an additional charge to the client to cover administration costs and exchange/bank charges, etc.

## **7. Company:**

- 7.1. Valoroso's photos, written documentation and trading logos remain the copyright of Valoroso and their author. Replication and copying either in part or in full, whether by audio, written, drawn and/or electronically reproduced or displayed may infringe current copyright laws. Permission to use or reproduce Valoroso's work and/or logos must be obtained in writing.

# GENERAL DATA PROTECTION REGULATION PRIVACY NOTICE

Valoroso race and Restoration Services Ltd

October 2021

## **Introduction-**

Due to the new General Data Protection Regulations (GDPR) which take effect from 25 May 2018, we are required to inform you of what data we hold and how the data is handled/stored. This will ensure we are compliant with the new regulations.

This privacy notice describes how Valoroso Race and Restoration Services Ltd ("Valoroso") protects and makes use of the information given to the company.

## **Why this policy exists?**

This policy ensures Valoroso:

- Complies with data protection law/ general data protection regulations and follow good practice
- Protects the rights of customers and suppliers
- Is open about how it stores and processes individuals' data
- Protects itself from the risks of a data breach

## **What information do we hold?**

In order to carry out its business, Valoroso has to collect certain information. Data held may include:

- Employee name and address
- Employee contact & emergency details
- Employee payroll & contract information
- Customer name
- Customer address
- Customer telephone number, email addresses & bank details



- Supplier name
- Supplier address
- Supplier telephone and/or email address
- Supplier bank account details

### **How will we use information about you?**

Valoroso processes data in order to:

- Contact employees/next of kin
- Pay employees
- Contact customers
- Invoice customers
- Order from suppliers
- Pay suppliers

### **Who has access to your data?**

Information is stored in the office – manual records or on the office computer; access is only possible by the Directors and authorised members of staff.

### **Sharing and disclosing your personal information**

Valoroso will not share or disclose any personal information to third parties. However should information need to be shared to a third party for a specific reason, this will not be done without prior consent from the customer/supplier.

### **How long we keep your personal information?**

Data will be securely destroyed when no longer required. If you require your data to be removed please contact Valoroso.

### **Access to your information and correction**

Employees, Customers and suppliers may request a copy of the data held about them. If you wish to correct any information held by Valoroso please speak to David Green or Matthew Green or email [info@valoroso.co](mailto:info@valoroso.co)

If you require any further information about how your personal data will be held and processed by Valoroso please ask David Green or Matthew Green or refer to our GDPR Data Protection Policy.

Individuals have a right to complain to the ICO if they think there is a problem with the way Valoroso handle their data.

Valoroso Race and Restoration Services Limited (11153724), Dorset House, Withyham